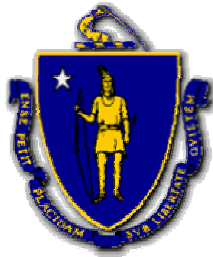


EXECUTIVE OFFICE OF FOR ADMINISTRATION AND FINANCE
OPERATIONAL SERVICES DIVISION
ONE ASHBURTON PLACE, ROOM 1017, BOSTON, MASSACHUSETTS 02108



**PHOTOCOPIERS, PRINTERS,
FACSIMILE/MULTIFUNCTIONAL
EQUIPMENT SUPPLIES & SERVICES
REQUEST FOR RESPONSE (RFR) #OFF16**

DECEMBER 4, 2003

Purchasing Eligible Entity:	Operational Services Division
Address:	One Ashburton Place, Rm. 1017; Boston, MA 02108-1552
Telephone #:	617-720-3321
Fax #:	617-727-4527
E-Mail or Internet Address:	robert.guerard@osd.state.ma.us
RFR File Name/Title & Comm-PASS Location:	OFF16 Photocopiers, Printers, Facsimile/Multifunctional Equipment, Supplies & Services
RFR File Number:	OFF16
Procurement Team Leader/Contact:	Robert Guerard
Procurement Team/Category:	Office, Recreational and Educational Equipment, Supplies and Services

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Other RFR Required OSD Forms and Mandatory Attachments for Submission:

NOTE: The following required OSD Forms and Mandatory Attachments referenced below must be downloaded from the Comm-PASS website and submitted by all Bidders. If a Bidder is going to bid multiple categories, the Bidder is required to submit one original signature (**blue ink**) set provided the information is appropriate for the Category(ies) bid. The Affirmative Market Plan Form is the only form that would need to be submitted multiple times if the AMP Plan is different for each category or individual partnership.

The following required OSD Forms are available at [OSD Forms](#):

- [STANDARD CONTRACT FORM](#)
- [COMMONWEALTH OF MASSACHUSETTS TERMS AND CONDITIONS](#)
- [VERIFICATION OF TAXATION REPORTING INFORMATION \(W9\)](#)
- [AFFIRMATIVE MARKET PLAN FORM](#)
- [AFFIRMATIVE ACTION PLAN FORM](#)
- [CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM](#)
- [AUTHORIZATION FOR ELECTRONIC PAYMENT BY INTERNET \(LINK\)](#)
- [NORTHERN IRELAND NOTICE AND CERTIFICATION FORM](#)
- [PROMPT PAYMENT DISCOUNT FORM](#)

The following mandatory Attachments are available on Comm-PASS as separate files at the following Comm-PASS location: [OFF16 RFR Mandatory Attachments 1A through 11](#):

- CATEGORY 1 ATTACHMENTS 1A - 1E - EQUIPMENT, SERVICE AND SUPPLY COST SHEETS
- CATEGORY 2 ATTACHMENTS 2A - 2D - EQUIPMENT, SERVICE AND SUPPLY COST SHEETS
- CATEGORY 3 ATTACHMENTS 3A - 3D - EQUIPMENT, SERVICE AND SUPPLY COST SHEETS
- CATEGORY 4 ATTACHMENTS 4A - 4F - OEM, GENERIC, REMANUFACTURED SUPPLY COST SHEETS AND NEW AND PREDECESSOR SERVICE COST SHEETS
- ATTACHMENT 5 - AUTHORIZED SALES & SERVICE RESELLER INFORMATION
- ATTACHMENT 6 - MANDATORY BIDDER SUBMISSION SHEET
- ATTACHMENT 7 - DESIRABLE BIDDER SUBMISSION SHEET
- ATTACHMENT 8 - PAST PERFORMANCE EVALUATION/SUPPLIER EVALUATION REVIEW
- ATTACHMENT 9 - COMPLIANCE WITH ENVIRONMENTAL SPECIFICATIONS
- ATTACHMENT 10 - TAX COMPLIANCE CERTIFICATION
- ATTACHMENT 11 - BUYERS LABORATORIES, INC.

PROCUREMENT CALENDAR AND GENERAL INSTRUCTIONS

The schedule of events for this solicitation, subject to amendment by the PMT is:

EVENT	DATE	TIME
Open Solicitation Announcement in Comm-PASS	October 25, 2002	5:00 P.M. E.S.T.
Release of RFI to Comm-PASS	September 19, 2003	4:00 P.M. E.S.T.
Deadline for RFI Written Comments and Written Inquiries (firm)	September 29, 2003	3:00 P.M. E.S.T.
Pre-Bid Conference	October 10, 2003	10:00 A.M. E.S.T.
Bid Release Date	December 4, 2003	4:00 P.M. E.S.T.
*Deadline of Written Inquiries (firm)	December 15, 2003	3:00 P.M. E.S.T.
Responses to Written Inquiries (estimated)	December 19, 2003	4:00 P.M. E.S.T.
*Due Date for RFR Response from Bidders (firm)	February 20, 2004	3:00 P.M. E.S.T.
Completion of Evaluations (estimated)	May 31, 2004	3:00 P.M. E.S.T.
Notification to Contractors (estimated)	May 31, 2004	3:00 P.M. E.S.T.
Effective Date of Contract (estimated)	May 31, 2004	

* The Time/Date stamp machine located in the reception area of the Operational Services Division here at One Ashburton Place, Boston, MA. 02108-1552, 10th Floor, Room 1017 will govern for the date and time requirements mentioned in the table above if hand delivered. E-mail and Facsimile transmissions must be sent prior to the above date and time (E.S.T.) deadlines. Any hand delivery, E-mail or facsimile sent and received after the due date and/or time will not be accepted by the PMT.

Please allow enough time for hand delivery, E-mail or facsimile transmissions.

All notifications, releases, amendments to this RFR will be posted on the [Commonwealth Procurement Access & Solicitation System \(Comm-PASS\)](#).

SECTION 1

GENERAL RFR INFORMATION FOR ALL CATEGORIES

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

AFFIRMATIVE MARKET PROGRAM AMP. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) and resulted in the Affirmative Market Program in Public Contracting. As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, subcontractors, joint venture partners or other type of business partnerships.

Non-certified bidders are strongly encouraged to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of AMP objectives, the Affirmative Market Program Plan for large procurements greater than \$50,000 must be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SOMWBA certified Contractors to fulfill their own AMP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size, however, submission of an AMP Plan is mandated only for large procurements over \$50,000.

Agencies may require some or all of the following components as part of the Affirmative Market Program Plan submitted by bidders: Sub-contracting with certified M/WBE companies, Growth and Development activities to increase M/WBE capacity, Ancillary use of certified M/WBE companies, Past Performance or information of past expenditures with certified M/WBEs. Agencies are encouraged to include additional incentives for bidders to commit to at least one certified MBE and WBE in the submission of AMP plans.

A Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), M/Non-Profit, or W/Non-Profit, is defined as such by SOMWBA. All certified businesses are required to submit an up to date copy of their State Office of Minority and Women Business Assistance (SOMWBA) certification letter. The purpose for this certification is to participate in the Commonwealth's Affirmative Market Program for public contracting. Minority- and Women-Owned companies that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the RFR closing date. For further information on SOMWBA certification, contact their office at 1-617-727-8692 or via the Internet at mass.gov/somwba.

AFFIRMATIVE MARKET PROGRAM SUBCONTRACTING POLICIES. Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Affirmative Market Program (AMP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

BEST VALUE SELECTION AND NEGOTIATION. The PMT may select the response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the procurement goals of the Eligible Entity. The PMT and a selected bidder, or a Contractor, may

negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

BIDDER COMMUNICATION. Bidders are **prohibited** from communicating directly with any employee of the procuring Eligible Entity except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders are permitted to contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

BRAND NAME OR EQUAL. Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the PMT may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

BUSINESS REGISTRY. All Bidders are strongly encouraged to use our Business Registry in Comm-PASS to market products or services to a worldwide audience and to obtain a listing of other registered businesses. **Desirable points may** be awarded to those Bidders documenting their registration with the submission of a print out of the Comm-PASS Business Registry page listing their Business information.

- <http://www.mass.gov/osd> or call the Comm-PASS Help Desk at 617-720-3197 or 1-888-627-8283 for assistance.

Note: The Business Registry is for marketing purposes only. **Registering on Comm-PASS does not fulfill reporting or other pre-qualification requirements.**

Comm-PASS. If this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced are available either as separate pdf files with this RFR or on the [OSD Forms](#) page. While Comm-PASS offers optional, value-added, automated [notification services](#) (mass.gov/osd) on a subscription basis, all bidders are solely responsible for obtaining and completing the required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability for and will provide no accommodation to bidders who fail to check for amended RFRs and subsequently submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response in order to ensure that they have the most recent RFR files. Bidders **may not** alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR, are prohibited and may disqualify a response.

COSTS. Costs which are not specifically identified in the bidder's response, and accepted by an Eligible Entity as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

ELECTRONIC FUNDS TRANSFER (EFT). All bidders responding to this RFR **must** agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. EFT applications can be found on [OSD forms](#) page (mass.gov/osd). Additional information about EFT is available on the [VendorWeb](#) site (mass.gov/osc: click on MASSfinance).

Successful bidders, upon notification of contract award, **will be required** to enroll in EFT as a contract requirement by completing and submitting the Authorization for Electronics Funds Payment Form to OSD for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the Authorization for Electronic Funds Payment Form contains banking information, this form, and any information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the bidder.

EMERGENCY STANDBY COMMODITIES AND/OR SERVICES. Due to a declaration of a state of emergency where the safety and well being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors. Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract.

Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFR.

EQUIPMENT LEASE CLARIFICATION. Although pursuant to Section 4, Contract Termination Or Suspension, of the Commonwealth Terms and Conditions, the Commonwealth is allowed to terminate without cause, the Commonwealth hereby notifies all Bidders that it **will not** exercise the termination without cause provision for all leased equipment under a contract resulting from this RFR.

This clarification **does not** apply to equipment purchased pursuant to this RFR.

ESTIMATED PROVISIONS. The Commonwealth makes **no guarantee that any Commodities or Services will be purchased** from any Contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

IDENTIFIABLE HEALTH INFORMATION: HIPAA AND PROTECTED HEALTH INFORMATION. Any Eligible Entity subject to the requirements of 45 CFR 160, 162, and 164 (the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that seeks bidders to perform a function or activity involving the use or disclosure of protected health information, **must** include a provision in the procurement solicitation document (i.e., RFR) informing bidders of their contractual obligations, if any, that the Eligible Entity will require to comply with HIPAA. For example, if the Eligible Entity seeks a bidder to perform business associate functions, as that term is used in HIPAA, then the Eligible Entity must include in the RFR a sufficient description of business associate obligations including, but not limited to, the bidder's obligation to: adequately safeguard the information (in whatever form it is maintained or used, including verbal communications) from inappropriate or unauthorized use or disclosure; provide individuals access to their records; and strictly limit use and disclosure of the information for only those purposes approved of by the Eligible Entity.

NORTHERN IRELAND NOTICE AND CERTIFICATION. All Bidders **must** complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is

not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

PRICING: FEDERAL GOVERNMENT SERVICES ADMINISTRATION (GSA) OR VETERAN'S ADMINISTRATION SUPPLY. The Commonwealth reserves the right to request from the successful bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, the contractor **must** notify the OSD Contract Manager.

PRICING: PRICE LIMITATION. The bidder **must** agree that no other customer of similar size and similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. The bidder **must** also agree to provide current or historical pricing offered or negotiated with other governmental or private entities at any time during the contract period upon the request of the OSD Contract Manager.

PROMOTIONAL OPPORTUNITIES. The OSD Contract Manager and the PMT reserve the right to create a promotional price discount opportunity such as a "Big Buy" for all Eligible Entities during the Term of the Contract. In addition, Contractors may present promotional discount opportunities such as extended warranties, discounted lease rates, service and/or supply cost reductions to the OSD Contract Manager and PMT for review and approval prior to the promotional opportunity being offered to Eligible Entities.

If promotional opportunities are approved by the OSD Contract Manager and the PMT then the promotional opportunity must be available to all Eligible Entities by the Contractor(s).

PROMPT PAYMENT DISCOUNTS (PPD). All bidders responding to this procurement **must** agree to participate in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The **PPD offering form** can be found on the OSD Forms page (mass.gov/osd).

Bidders **must** submit agreeable terms for Prompt Payment Discount offerings using the PPD offering form within their proposal, unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD offering form. The PMT will consider such requests on a case by case basis.

Prompt Pay Discounts (PPD) are not applicable for lease, rental or service/discounted prepay service payments. PPD's only apply to the outright purchase of equipment and/or supplies purchased by an Eligible Entity.

It is **highly desirable** that a Bidder offer a PPD for **20 to 30 days at 1.0% or greater**.

PUBLIC RECORDS. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

REASONABLE ACCOMMODATION. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, **must** communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation **must** submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

REQUIRED COMMONWEALTH FORMS. In addition to all the Mandatory Forms mentioned on page 3 and within the submission requirement sections for all categories, the Bidders **must** complete, execute and return the following two (2) documents:

- All Bidders **must** complete, execute and return a copy of the [Commonwealth Terms and Conditions](#). If the Bidder has already executed and filed the Commonwealth Terms and Conditions, indicate this in your Response. The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once. Failure to return a completed and executed Commonwealth Terms and Conditions form **will disqualify** the Bidder's Response.
- All Bidders **must** also complete, execute and return the [Standard Contract Form](#) as the cover sheet to their Response. Failure to return a completed and executed Standard Contract form **will disqualify** the Bidder's Response.

By executing the Standard Contract Form, the Bidder certifies under the pains and penalties of perjury that it has submitted a Response to a Request for Response (RFR) issued by the Eligible Entity and that this Response is the Bidder's offer as evidenced by the execution by the Bidder's authorized signatory, that the Bidder's Response may be subject to negotiation by the Eligible Entity, and that the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the Eligible Entity and included as part of the Contract upon execution of the Standard Contract Form by the Eligible Entities authorized signatory.

REVERSE AUCTION. It is **highly desirable** that an awarded Bidder agree to participate in a Reverse Auction if the OSD Contract Manager and PMT requests that the Reverse Auction tool be utilized to attain discounted "Big Buy" promotional pricing. All Reverse Auctions will be conducted utilizing the current ITS09 contract and contractor or its future replacement. A Reverse Auction is conducted over the Internet and works just like an auction (except that it is a buyer's auction rather than a more traditional seller's auction). In a Reverse Auction, prices go down rather than up. A Contractor can submit lower cost based upon the established ground rules until the auction is completed.

SOLICITATION NOTIFICATION SERVICE (SNS). It is **highly desirable** that Bidders participate in the Solicitation Notification Service (SNS) sponsored by the Operational Services Division. SNS is a subscription service that provides a prospective Bidder with notification when a Request for Response (RFR) or other solicitation is posted within a category on the Commonwealth's Procurement Access and Solicitation System (Comm-PASS). Currently, a **one-year subscription costs \$275.00** per subscriber E-mail address. This subscription will provide Bidders with the following abilities:

- Create a customized profile reflecting your product/service offering
- Receive E-mailed updates about new solicitations
- Route E-mail to your appropriate bid response staff
- Maximize your available bid response time

The Enhanced Comm-PASS will be implemented by July 2004. Every public purchasing entity within the borders of Massachusetts will be offered the ability to post their solicitations in Enhanced Comm-PASS at no charge. Enhanced Comm-PASS has the potential to become the sole site for reviewing and responding to public solicitations in Massachusetts.

SNS subscribers whose accounts are active at system cutover will be migrated to the new system and upgraded to Basic Service at no additional cost for the remainder of their existing subscription term.

Enhanced Comm-PASS Basic Service will provide a subscriber with:

- Secure Web-based desktop within Enhanced Comm-PASS for document management;
- Full-cycle, automated E-mail alert whenever a solicitation of interest is posted or updated;
- Refined commodity and service categories and sub-categories;
- Access to Online Bidder Forums that you can virtually attend and participate in; and
- Ability to submit bids electronically to an encrypted lock-box.

The fee for Basic Service has not yet been determined, but is expected to be higher than the current SNS fee since it will cover costs for expanded services.

Note: One of the following items of information, validating your subscription, **must** be submitted, as part of your bid submission:

- Printout of the SNS registration page,
- A copy of your e-mail confirmation,
- Your SNS locator number.

SUBCONTRACTING POLICIES. Prior approval of the Eligible Entity is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

TERMS AND CONDITIONS. All bidders awarded a Statewide Contract **must** provide the same terms and conditions to all Eligible Entities identified in this RFR. The Contractor(s) is prohibited from negotiating separate contracts, agreements, licenses, or other terms and conditions with any Eligible Entity that differ from or are in addition to the terms and conditions negotiated as part of the Statewide Contract unless agreed to in writing by the OSD Contract Manager. Breach of this requirement will result in sanctions determined by the OSD Contract Manager and PMT.

TRADE-IN POLICY. The Commonwealth reserves the right to offer used equipment as a discount trade for the purpose of decreasing the purchase and/or lease costs in accordance with values in effect at the time of trade-in to the extent allowed by the surplus property regulations. Bidders must submit used equipment trade-in values with the semi-annual report. Trade-ins are open market items. All trade-in equipment will be on an "as is basis," and there will be no guarantee as to its condition or should any be inferred. All trade-in equipment must be picked up by the Contractor at the location indicated by the Eligible Entity and must be removed at no cost to the Eligible Entity within 10 business days from acceptance of the new equipment.

UPDATE OF BIDDER/CONTRACTORS CONTACT INFORMATION: It is the responsibility of the prospective bidder to keep the e-mail address of their RFR contact person/prospective Contract Manager current and for monitoring their E-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's E-mail address is not current, or if technical problems, including those with the bidder's computer, network or internet service provider (ISP), causes e-mail communications sent to/from the prospective bidder and the PMT to be lost or rejected by any means including a spam filter.

WORLD TRADE ORGANIZATION GOVERNMENT PROCUREMENT AGREEMENT. This Request for Response is subject to the [World Trade Organization Government Procurement Agreement \(WTO/GPA\)](#). for advertisement of the RFR for forty (40) days prior to the due date because the procurement is greater than \$483,000 dollars over the entire term of the procurement including all options to renew. The forty (40) days may include both the notice of intent and the time the RFR is available.

SECTION 2

PROCUREMENT SCOPE AND GENERAL REQUIREMENTS FOR ALL CATEGORIES

2.1 PURPOSE OF PROCUREMENT (SCOPE). The Commonwealth of Massachusetts, through the Operational Services Division, will be soliciting bids for remanufactured analog black & white photocopiers, new and unused digital black & white multifunctional photocopiers, new and unused digital multifunctional color photocopiers, new and unused digital multifunctional black & white/color photocopiers, new and unused laser and or LED black & white printers, new and unused laser and or LED color printers, new and unused wide format engineering printers, new and unused facsimile equipment, related OEM, generic and remanufactured supplies and new and predecessor related services in the following categories:

Category (1) Authorized Remanufactured Black & White Analog Photocopiers, New and Unused Digital Multifunctional Black & White Photocopiers, Digital Multifunctional Color Photocopiers, Digital Multifunctional Black & White/Color Photocopiers, and Digital Multifunctional Black & White Production Speed Photocopiers, Supplies and Services.

Sub-Category 1A - Authorized Remanufactured Analog Black & White Photocopiers

Sub-Category 1B - Authorized New Digital Multifunctional Black & White Photocopiers

Sub-Category 1C - Authorized New Digital Multifunctional Color Photocopiers

Sub-Category 1D - Authorized New Digital Multifunctional Black & White/Color Photocopiers

Sub-Category 1E - Authorized New Digital Multifunctional Black & White 110+copies per minute Production Photocopiers

Category (2) Authorized New and Unused Laser and/or LED Printer Equipment, Laser and/or LED Color Printer Equipment, Wide Format Engineering Printers, Supplies and Services.

Sub-Category 2A - Authorized New Laser and/or LED Black & White Printers

Sub-Category 2B - Authorized New Laser and/or LED Color Printers

Sub-Category 2C - Authorized New Black & White Wide Format Engineering Printers

Sub-Category 2D - Authorized New Color Wide Format Engineering Printers

Category (3) Authorized New Class III Facsimile Equipment, Supplies and Services.

Sub-Category 3A - Authorized New Class III Low Volume Facsimile Equipment

Sub-Category 3B - Authorized New Class III Medium Volume Facsimile Equipment

Sub-Category 3C - Authorized New Class III High Volume Facsimile Equipment

Sub-Category 3D - Authorized New Platen-Based Facsimile Equipment

Category (4) Authorized Resellers of OEM, Generic and/or Remanufactured Supplies and New Maintenance or Predecessor Maintenance for Categories 1-3.

Sub-Category 4A - Authorized OEM, Generic and/or Remanufactured Category 1 Supplies

Sub-Category 4B - Authorized OEM, Generic and/or Remanufactured Category 2 Supplies

- Sub-Category 4C** - Authorized OEM, Generic and/or Remanufactured Category 3 Supplies
- Sub-Category 4D** - Authorized New Maintenance and/or Predecessor Maintenance Category 1
- Sub-Category 4E** - Authorized New Maintenance and/or Predecessor Maintenance Category 2
- Sub-Category 4F** - Authorized New Maintenance and/or Predecessor Maintenance Category 3

2.2 LIMITED MULTIPLE AWARDS. The Commonwealth of Massachusetts will make the following maximum limited multiple number of awards per category and sub-categories as detailed below. The PMT reserves the right to limit bidder equipment awards to one **(1) manufacturer brand per bidder**.

Category and Sub-Category	Maximum Number of Awards
Category 1, Sub-Category 1A	3 Awards
Category 1, Sub-Category 1B	5 Awards
Category 1, Sub-Category 1C	5 Awards
Category 1, Sub-Category 1D	5 Awards
Category 1, Sub-Category 1E	3 Awards
Category 2	
Category 2, Sub-Category 2A	5 Awards
Category 2, Sub-Category 2B	5 Awards
Category 2, Sub-Category 2C	3 Awards
Category 2, Sub-Category 2D	3 Awards
Category 3	
Category 3, Sub-Category 3A	4 Awards
Category 3, Sub-Category 3B	4 Awards
Category 3, Sub-Category 3C	4 Awards
Category 3, Sub-Category 3D	4 Awards
Category 4	
Category 4, Sub-Category 4A	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 1 Supplies
Category 4, Sub-Category 4B	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 2 Supplies
Category 4, Sub-Category 4C	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 3 Supplies.
Category 4, Sub-Category 4D	2 Awards per Equipment Manufacturer Brand for Category 1 Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4E	2 Awards per Equipment Manufacturer Brand for Category 2 Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4F	2 Awards per Equipment Manufacturer Brand for Category 3 Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance

The Commonwealth reserves the right to render more or less than the identified maximum number of awards in a particular category(ies) and/or sub-categories in the event that the Commonwealth's needs are not sufficiently covered by the awarded qualified Bidders. During the first year, the PMT reserves the right to, without duplication of manufacture brand and subject to the Bidders acceptance, award additional Bidders in the order of the evaluation scores. The Bidder **must** accept

all the terms and conditions of the RFR including a contract term concurrent with the original contract term.

If more than a year has past or the original list of Bidders is exhausted then the OSD Contract Manager and PMT reserve the right to allow an open enrollment period during the contract term for one or more categories and/or sub-categories.

2.2.1 Open Enrollment. The OSD Contract Manager and PMT Manager reserve the right to allow an "Open Enrollment" period during the term of the contract if it is determined to be in the best interest of the Commonwealth of Massachusetts. After the initial award of this RFR, the PMT may allow bidders an opportunity to submit responses in accordance with an "Open Enrollment" period at a time specified by the PMT during the contract period. The PMT would evaluate responses based upon the evaluation criteria and make awards for those Bidders who qualified based upon the evaluation criteria. Contracts awarded as a result of the "Open Enrollment Period" process will run concurrently with the other awarded OFF16 contracts.

2.2.2 Technological Advancements. In the event that future technology enhancements create a situation where equipment exceeds the current minimum technical requirements per category(ies) and/or sub-category(ies) then the OSD Contract Manager and PMT reserve the right to modify or create a category and/or sub-category at anytime during the contract term and negotiate with the current contractors or allow an open enrollment for the category(ies) and/or sub-category(ies) for new bid submissions.

2.3 ELIGIBLE ENTITIES. This Statewide Contract may be used by all agencies of the Commonwealth of Massachusetts including all constitutional offices, the legislature, the executive branch, the judiciary, cities, towns, municipalities, counties and other political subdivisions of the Commonwealth, including schools, and other service districts; authorities, commissions, Massachusetts Higher Ed Consortium, public institutions of higher education, and quasi-public agencies, military division, and eligible Not-For-Profit entities currently contracting with the Commonwealth to provide human and social services; and other eligible entities designated in writing by the State Purchasing Agent may use this contract.

2.3.1 Entities other than State "Eligible Entities" as defined in the Definitions section can acquire equipment through all acquisition options under this Contract. However, the Commonwealth is not responsible for any financial obligations, obligation for default or breach of terms on behalf of these other Eligible Entities.

2.3.2 Cooperative Purchasing. Any contract resulting from this RFR, including option years, may be extended to other designated State Purchasing Authorities for the purchase of commodities and services, in contract years, subject to the Commonwealth of Massachusetts' State Contract, which may be supplemented by each State's terms and conditions. During the contract years if a State decides to partner with the Commonwealth of Massachusetts existing contract, the OSD Contract Manager and the PMT may require the contractors affected within a category and/or sub-category to re-negotiate their pricing structure to reflect the enhanced potential procurement power of the contract.

2.4 CONTRACT TERM AND EXTENSIONS. The Contract term for all Categories and Sub-Categories will be five (5) years from the commencement of the contract with up to three (3) additional 12-month extension periods.

The contract terms and conditions will remain in effect for payment purposes only for the duration of all term leases, rentals and service/maintenance entered into during the contract period. All new procurement activity will not be approved after the termination date of the contract.

2.5 ESTIMATED QUANTITIES. Any quantity(ies) listed in this RFR are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth Eligible Entities.

During the initial five year term of **OFF02**, it is estimated that Eligible Entities leased or purchased approximately **8,160** pieces of equipment, **low volume 2,228**, **medium volume 3,816** and **high**

volume 2,116 valued at **\$99,000,000** with a service base valued at **\$27,000,000** and a click base of **5,500,536,484**. During the initial three year term of **OFF09**, it is estimated that Eligible Entities purchased or leased approximately **1,567** pieces of equipment valued at **\$1,927,072**. During the initial five year term of ITC03 & ITC05, it is estimated that Eligible Entities purchased or leased **37,532** pieces of equipment valued at **\$89,000,000**. During the initial four year term of OFF06 it is estimated that Eligible Entities purchased **\$3,800,000** of remanufactured and new OEM laser toner cartridge supplies.

These figures are estimated and were obtained from quarterly and/or semi-annual reports obtained from the current Contractors.

2.6 PRICE ADJUSTMENTS. The Percentage (%) Off the suggested retail price for equipment, accessories and supplies will remain fixed for the term of the contract. All dated suggested retail price lists utilized in the bid submission may not be increased for the initial **twenty-four (24) months** of the contract award. If necessary, ninety (90) days prior to the end of the initial twenty-four (24) month period, Contractors must submit a cover letter explaining the updated suggested retail price information as well as the appropriate dated price lists/catalog's and/or cost sheets for the OSD Contract Manager and the PMT's review.

For equipment under a Term Lease or Rental, no escalation in the amount of the lease, rental, maintenance or supply payments will be permitted for the length of the term lease or rental.

The OSD Contract Manager and the PMT reserve the right to review and renegotiate the original lease rate factor during the contract term.

Any increased percentage (%) off or decreased suggested retail price which results in a cost decrease is encouraged at anytime during the term of the contract but must be reviewed and accepted by the OSD Contract Manager and PMT prior to implementation. Once approved, the cost decrease must be made available to all Eligible Entities.

2.7 CONTRACT MANAGEMENT. Robert Guerard, Procurement Team Leader, Office, Recreational and Educational Equipment, Supplies & Services shall be the primary contact for any Contract resulting from this RFR. The OSD Contract Manager shall have the final authority, with the approval of the Procurement Management Team (PMT), in all operational matters pursuant to the Contract. The OSD Contract Manager prior to implementation or performance must approve substitutions, additions or modifications to this contract.

2.7.1 Office Recreational and Educational Equipment, Supplies & Services Procurement Management Team (PMT). The members of the PMT perform several functions in regard to this RFR and the subsequent awarded Contracts with the Bidder(s). The functions include research, product evaluation with only payment of supplies, contract management/execution and performance management.

The OSD Contract Manager in consultation with the PMT at any time can add, delete, and/or make any changes to items on this Contract during the contract term and or its extension years. Any changes may include but are not limited to the following:

- Adding, deleting, or modifying equipment, equipment supplies and/or maintenance
- The capacity to provide written warning or enforce a financial penalty for a contract violation.
- The capacity to remove a Contractor from this Contract for poor/non-performance or for a contract violation.
- The capacity to replace a former Contractor.
- The capacity to modify the terms and conditions of the contract due to a change in the industry.

2.8 ACCOUNT MANAGER. The Commonwealth requires that each bidder provide a single point of contact resulting from this RFR. The bidder **must** provide the name of an individual who will be the Account Manager for the term of the Contract. The Account Manager will be responsible for proper operation and administration of the Contract by the Contractor, its agents and any and all subcontractors. The Account Manager shall respond in a timely manner, in writing unless instructed

otherwise, to all information requests from the OSD Contract Manager. The Account Manager shall, upon request, attend meetings at OSD or at other sites, as indicated by the OSD Contract Manager. The Account Manager will be required to provide all periodic reports required under various sections of this RFR and to serve as the liaison between the Contractor, and OSD and the Eligible Entities. The Commonwealth/OSD may require the Contractor to relieve the Account Manager if in his/her opinion it appears that:

- The Account Manager does not perform at the applicable skill level specified in the Contract;
- The Account Manager does not deliver work which conforms to the performance standards of the Commonwealth in the contract; or
- Personality conflicts with the OSD Contract Manager hinder the effective functioning of the Contract.

2.9 BIDDER COMMUNICATIONS. Bidders should note that oral communications are not binding on the Commonwealth. All requests/questions must be submitted in writing and if response(s) are posted on Comm-PASS then the response(s) are binding on the Commonwealth.

2.9.1 Written Inquiries. The deadline for the submission of written questions is **December 15, 2003 by 3:00 P.M. E.S.T.**

Please submit any questions in the following form(s): Microsoft Word 7.0 or Lower, or Written form via fax or e-mail.

Please e-mail all questions to: robert.guerard@osd.state.ma.us

If necessary, please fax all questions to the Attn: Robert Guerard, Procurement Team Leader Office, Recreational and Educational Equipment, Supplies and Services - **Fax number 617- 727- 4527.**

To identify questions coming in, please write in the subject area of your e-mail or fax the following: **RFR# OFF16 Questions.**

2.10 ADDENDA TO RFR. If it becomes necessary to revise any part of this RFR, or if additional data is necessary to clarify any of its provisions, an addendum will be posted on Comm-PASS.

2.11 OPEN RATINGS/DUN AND BRADSTREET REPORTS. The Commonwealth and the PMT have chosen to utilize an independent party, Open Ratings & Dun and Bradstreet Information Services (D&B), to assist in the evaluation process in two (2) specific areas. Bidders **must** supply information, utilizing **Attachment 8**, to Open Ratings as soon as possible in order to ensure a timely report. It takes approximately fifteen (15) to eighteen (18) business days to finalize a report. Failure to contact Open Ratings prior to the RFR due date and time **may** disqualify a Bidders response. Open Ratings & D&B will assist in evaluating the following areas and submit the resulting reports directly to the PMT with a copy sent to the Bidder:

- **Past Supplier Performance Evaluation— All Bidders must** submit a Past Supplier Performance Evaluation Report with their RFR response. To obtain this report, it is **required** that Bidders complete twenty (20) Business References and submit these to Open Ratings. Open Ratings & D&B will then develop the report. These twenty (20) Business References should include two of the Bidder's largest customers (based on purchase volume) in Massachusetts.
- **Supplier Evaluation Report— All Bidders must** submit a Supplier Evaluation Report with their RFR response. This report measures the company's financial strength.
- It is **highly desirable** that a Bidder receive a rating of 70 or greater on the Past Supplier Performance Evaluation and receive a rating of 6 or less on the Supplier Evaluation Report.

Both reports are required and the cost for these two (2) reports is \$175.00 payable to Open Ratings, Inc. Following are Open Ratings E-mail and fax order numbers for requesting these reports:

OPEN RATINGS, INC.
600 First Avenue North, #200
ST. Petersburg, FL 33701
Telephone # 1-727-329-1184
Fax# 1 866-743-4239

Contact Person: Maggie Banta, Process Coordinator
E-mail: reports@openratings.com

When placing an order for the Past Supplier Performance Evaluation Report and the Supplier Evaluation Report identify yourself as ordering the reports to meet requirements of **RFR #OFF16, The Commonwealth of Massachusetts Photocopiers, Printers, Facsimile/Multifunctional Equipment, Supplies and Services Request for Response (RFR)**. It is required that, **all** Bidders make arrangements with Open Ratings to pay for both reports prior to the due date for RFR Responses. Failure to supply both reports may result in disqualification from this RFR. After the PMT receive both reports, the PMT will allow the bidder two (2) weeks to contest the result(s). The Bidder will have to provide written notification to the PMT and Open Ratings of its interest to contest the results. The Bidder must provide evidence as to why the final report(s) does not depict a true account of the Bidders financial and/or performance status. After review of the evidence provided by the Bidder, the PMT may consult with Open Ratings to decide whether the evidence provided warrants a recalculation of one or both of the Bidders reports.

References will be called between the hours of 9:00 A.M. and 5:00 P.M. E.S.T. Monday through Friday. The PMT may reject references not available during this time frame.

NOTE: The following list of PMT Members/Advisors can not be utilized as D & B references.

PMT MEMBERS/ADVISORS	ELIGIBLE ENTITY
Marie Killackey	City of Cambridge
Edie Blackney	Department of Environmental Protection
Mark Rousseau	Division of Employment & Training
Stephen Wall	Department of Housing and Community Development
Carol Slaiding	Department of Revenue
Leo Kopec	Department of Public Health
Dan Folloni	Information Technology Division
Dmitriy Nikolayev	Operational Services Division
Monserrate Quinones	Operational Services Division
Robert Guerard	Operational Services Division
Susan Egidio	Operational Services Division
Sarah Johnson	Office of Consumer Affairs and Business Regulation
Bobby Lam	Town of Brookline
Philip LeBlanc	University of Massachusetts at Boston

2.11.1 BUYERS ALLIANCE, DIVISION OF BUYERS LABORATORY, INC. The Commonwealth and the PMT have chosen to utilize an independent advisor, Buyers Alliance, a division of Buyers Laboratory, Inc. to assist in the analysis of the bid submissions for Category 1, 2, & 3. Bidders must provide a complete copy of their complete bid submission with a check made payable to Buyers Laboratory, Inc. prior to the due date for RFR response as indicated in the procurement calendar. Failure to provide Buyers Laboratory, Inc., Buyers Alliance Division with a complete copy of the bid submission prior to the due date for RFR response may disqualify a Bidders response.

The cost for the analysis of your complete bid submission is as follows:

CATEGORY	COSTS
Category 1 Bid Submission Only	\$1,000.00
Category 2 Bid Submission Only	\$500.00
Category 3 Bid Submission Only	\$500.00
Category 1, 2 & 3 Bid Submission	\$1,650.00

When placing an order for the bid analysis, please provide the appropriate information to complete **Attachment 11**. Please utilize **Attachment 11** as a cover when submitting the copy of your complete bid submission directly to the Buyers Alliance.

Please mail a copy of your complete bid submission and the appropriate check amount made **payable to Buyers Laboratory, Inc.** to the following address and contact information:

Shirley McBain	Maryann Balsamo (Alternate Contact)
General Manager, Buyers Alliance	Project Manager, Buyers Alliance
Buyers Laboratory, Inc.	Buyers Laboratory, Inc.
20 Railroad Avenue	20 Railroad Avenue
Hackensack, NJ 07601	Hackensack, NJ 07601
Phone: 201-488-0404	Phone: 201-488-0404
Fax: 201-488-0461	Fax: 201-488-0461
e-mail: shirley.mcbain@buyerslab.com	e-mail: maryann.balsamo@buyerslab.com

2.12 GENERAL DEFINITIONS.

- A. Affirmative Market Partner** – Massachusetts Certified M/WBE that currently meets the requirements of the RFR included on the Prime Contractors AMP Plan.
- B. Affirmative Market Program (AMP)** - Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs).
- C. “Big Buy”** – A promotional opportunity created by the OSD Contract Manager and PMT in an effort to aggregate volume purchases and to obtain the best possible market price for the specific range(s) of equipment.
- D. Commencement Date** - With respect to each Item of Equipment means the date when the term of any Item of Equipment, Term Lease or Rental begins, this date shall be the date the Equipment is accepted by an Eligible Entity as indicated on the Equipment Confirmation Form.
- E. Commonwealth** - The Commonwealth of Massachusetts. The Operational Services Division (OSD), The Executive Office for Administration and Finance (ANF) and the Office Equipment, Recreational and Educational Supplies & Services Procurement Management Team (PMT) will be the key representatives of the Commonwealth for the purposes of this procurement.
- F. Eligible Entity** - Any Executive Office, Agency, Office, Division, Board, Commission or Institution within the Executive Branch, Constitutional Offices, the Legislature, and the Judiciary, Elected Offices, Public Institutions of Higher Education, and the Military Division.
- G. Eligible Entities** - All agencies of the Commonwealth of Massachusetts including all constitutional offices, the legislature, the executive branch, the judiciary, cities, towns, municipalities, counties and other political subdivisions of the Commonwealth, including schools, and other service districts; authorities, commissions, Massachusetts Higher Ed Consortium, public institutions of higher education, and quasi-public agencies, military division, and eligible Not-For-Profit entities currently contracting with the Commonwealth to provide human and social services; and other eligible entities designated in writing by the State Purchasing Agent may use this contract.
- H. Environmentally Preferable Product (EPP)** - A product or service that has a lesser or reduced effect on human health and the environment when compared with the competing products or services that serve the same purpose. Such products or services may include, but are not limited to those, which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxins either disposed of or consumed.
- I. Fiscal Year** - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. c. 4 §7. This may also be referred to as the "State fiscal year."

- J. Item** - means a single unit.
- K. Limited Multiple Awards** – The Procurement Managements Teams (PMT) intent is to limit the number of awards in relation to number of bids received in all categories and/or sub-categories.
- L. M/WBE** – A Minority Business Enterprise (MBE) or a Woman Business Enterprise (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA).
- M. Operational Services Division (OSD)** - An Eligible Entity of the Commonwealth, within the Executive Office for Administration and Finance, established pursuant to St. 1989, c.731, which is responsible for the management and oversight of procurement activity in the Commonwealth.
- N. Post-Consumer Recycled Content** - Products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid waste for the purpose of collection, recycling and disposition.
- O. Procurement Management Team (PMT)** - A Team of Eligible Entity personnel that develop specifications and procurements, conducts evaluations and selects Bidders for Contract negotiation and execution. The PMT also monitors Contractor performance and the level of customer satisfaction throughout the duration of the Contract.
- P. Recyclable** - The ability of a product or material to be recovered from or otherwise diverted from the solid waste stream for the purpose of recycling. A material is only considered recyclable if you can recycle it in your business or local community recycling program.
- Q. Request for Response (RFR)** – A **bid** developed by the Procurement Management Team (PMT) for competitive responses by the bidder community.
- R. Statewide Contractor/Contractor/Prime Contractor** - An individual or organization that enters into a Contract with an Eligible Entity or the Commonwealth to provide Commodities or Services and is listed in the MMARS Vendor file and is the manufacturer or supplier of the Equipment, Supplies and Services as well as the agents or dealers of the manufacturer and supplier of supplies and/or maintenance services.

2.12.1 Acquisition Methods Definitions.

- A. Acceptance Date** – Acceptance date of the Equipment, Supplies and/or Services by an Eligible Entity shall be the date the Eligible Entity confirms delivery, installation, training, startup supplies, supplies and/or services have been delivered and the equipment is operational. If installation and/or training are not needed then the acceptance date is the date of receipt after inspection of the equipment, supplies and/or services. This confirmation of the acceptance of Equipment may be made by the Eligible Entities execution of the Equipment Confirmation Form indicating the date of acceptance or receipt and payment for supplies and services. If the Equipment Confirmation Form is utilized, then a copy of the form may be faxed to the Contractor.
- B. Acquisition Cost** - means the total cost of the equipment including transportation, installation and training costs.
- C. Equipment Confirmation Form** - (Outright Purchase, Term Lease or Rental) a form issued under this Statewide Contract to be used by Contractors to quote Equipment price costs for an Outright Purchase, Term Lease or Rental. The Equipment Confirmation Form, (Outright Purchase, Term Lease or Rental), will be executed by an Eligible Entity to confirm the acceptance of an Outright Purchase, Term Lease or Rental quote from a Contractor. The Confirmation Form will also document acceptance of the Equipment to trigger the start date for Outright Purchase, Term Lease or Rental obligations. The Equipment Confirmation Form will

be available prior to or after Contract award. Contractors **may not** require an Eligible Entity to execute any additional documents or paperwork for an outright purchase, term lease or rental.

D. Rental - for the purposes of this RFR shall mean a Rental of Equipment for temporary use by an Eligible Entity, for an aggregate or total accrued period not to exceed a maximum of six (6) months.

E. Term Lease or Rental Payments - with respect to an Item of Equipment means the payments under a Term Lease or Rental for Items of Equipment under the Statewide Contract. Regardless of the acceptance date of Equipment, Term Lease or Rental payments shall be made according to the approved schedule for Term Lease or Rental.

F. Term - means the period for which the Contractor and Eligible Entity agree to for Term Lease or Rental shall be in force.

G. Term Lease - for the purposes of this RFR shall mean an Operational Term Lease for a period longer than six (6) months for the temporary use of Equipment by an Eligible Entity without the intention to gain title, to purchase or to buyout the Equipment.

SECTION 3
CATEGORY 1

PART I - BUSINESS SPECIFICATIONS

3.1 INTRODUCTION. All specifications in this section apply to all bidders for equipment, supplies and service who receive an award resulting from this RFR. The responses, as submitted, **must** meet or exceed all of the specifications contained within this RFR. All bidders **must** meet the minimum levels of specifications within this RFR. If the bidder can exceed the minimum requirement, **evaluation** points **may be** accessed, per specification, depending on the level of added value. This may contribute to the overall evaluation of a bidder's performance.

3.1.1 Years in Business. All Bidders **must** have been in business for at least three (3) years preceding the release date of the RFR. Points **may** be awarded based upon the number of years in business greater than three (3) years.

3.2 AUTHORIZED SALES & SERVICE RESELLER INFORMATION. (Attachment 5) The bidder **must** provide the PMT with the current number of authorized sales support, service technicians and customer support personnel that would be utilized in support of the contract statewide. If an OEM Manufacturer is utilizing authorized dealers for coverage statewide the Manufacturer **must** indicate which County(ies) the authorized dealer will support for sales, service and customer support utilizing Attachment 5. The OSD Contract Manager and PMT may require an updated Attachment 5 at anytime during the term of the contract.

3.3 DELIVERY. Contractor(s) **must** be able to deliver equipment supplies and have service available statewide.

The Contractor(s) shall furnish equipment within fifteen (15) to twenty (20) business days after receipt of written order or a delivery time mutually agreed upon by the Eligible Entity and the Contractor. Contractors **must** notify the Eligible Entity in advance of delivery of equipment so that the Eligible Entity can make necessary delivery and installation arrangements. Delivery of Category 1 start-up supplies **must** be made upon delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the Eligible Entity in reference to a Purchase Order Number. If there is a discrepancy between the purchase order and what is listed on the contract, it is the Contractor's obligation to seek clarification from the Eligible Entity and, if necessary, from the OSD Contract Manager.

All deliveries and installation work shall be performed during regular working hours, usually 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. Changes thereto may be granted with written approval of the Eligible Entity. Any delivery required to be performed after working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations and agreeable to both the Contractor and the Eligible Entity, shall be performed without additional expense to the Commonwealth. The Contractor shall obtain prior approval from the Eligible Entity for performance of work after regular working hours or non-regular workdays at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of delivery, and in accordance with good commercial practice. Contractors will also be responsible for the removal of all package material from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to show the name of the Contractor/Manufacture's, name and address of receiving Eligible Entity and Purchase Order number.

Equipment provided **must** be strictly in accordance with those contained in contract award. Eligible Entities are authorized to order and Contractors are authorized to ship only those items approved and on contract. If a review of orders placed by any Eligible Entity reveals that items other than those approved and on contract has been ordered and delivered, the OSD Contract Manager will take such

steps as are necessary to have the items returned by the Eligible Entities, regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Violation may result in the suspension of the offending Contractor for a period determined by the OSD Contract Manager and PMT.

3.3.1 Equipment Confirmation Form. The Eligible Entity and the Contractor must complete the equipment confirmation form prior to issuing an order. Contractors **may not** require an Eligible Entity to execute any additional documents or paperwork for an outright purchase, term lease or rental. Any additional documents or paperwork executed by an Eligible Entity and/or Contractor will be considered void.

3.4 INSTALLATION. All equipment prices **must** include delivery and installation statewide.

Contractor **must** affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

It will be the Contractor's responsibility prior to delivery, to survey and review the particular installation location to ensure the existing proposed location meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the ordering Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

In the event that a mutually agreeable location for the equipment, meeting the manufacturer's established installation criteria, is not available, the Contractor must not deliver the equipment and will request the Eligible Entity to cancel the order with no further obligations. Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with a delivery location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.

All equipment sold in this category **must** be delivered and installed with the EnergyStar or similar power management features enabled. All equipment with duplexing capabilities **must** be delivered and installed with duplexing set as the default mode.

3.5 TRAINING & TECHNICAL SUPPORT SERVICES. Upon delivery and installation of specified equipment, Contractors and/or authorized reseller **must** agree to provide training to personnel designated by the Eligible Entity. Operational Training must be provided to the designated personnel within an Eligible Entity until the personnel are able to operate the equipment independently. The amount of training is determined by the complexity of the equipment purchased or leased by the Eligible Entity.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Eligible Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractors equipment.

Any such training performed upon delivery or at any point throughout the duration of the contract **must** also include information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, extent to which any supplies and other packaging may be for recycling, remanufacturing, and the environmental and economic benefits of these features. It is **desirable** that Bidders develop a fact sheet and/or brochure to leave with Eligible Entities concerning these environmental and other training issues.

3.6 SERVICE MAINTENANCE FOR PURCHASED OR TERM LEASE EQUIPMENT. The Bidder must offer **Plan A, B & C** Maintenance plans as detailed on each cost sheet attachment. All Maintenance Plan cost must include all materials necessary to repair and maintain equipment as detailed below.

The Contractor must respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment.

The Contractor **must** send a service technician to repair the equipment within **four (4) hours** of the service call and must repair the Equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and onsite responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hour Service (after 5:01 P.M. E.S.T. Monday-Friday, Weekends and Holidays).

Drum replacement, toner collection bags or any items that need to be maintained by a service technician are to be included and considered part of the full service maintenance plan, and must be replaced at no charge to the Eligible Entity. Routine consumable supplies shall be billed separately from service maintenance payments.

If the equipment includes licensed software, the Contractor shall provide software support. All payments for maintenance service will be made to the Contractor.

- **Meter Credits** - Contractors will have available an operational meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (incorrect paper selection, operation of machine with insufficient toner, etc). The credit must be presented to the Eligible Entity's authorized representative at the time of service.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.
- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

3.7 SERVICE MAINTENANCE OF RENTED EQUIPMENT. All maintenance, repairs, labor and parts necessary to keep Rented equipment in good working order shall be the responsibility of the Contractor as part of the Rental at no additional expense to the Eligible Entity. If the Rented equipment includes licensed software, the Contractor shall provide software support as specified in this RFR. The Contractor **must** respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment.

The Contractor **must** send a service technician to repair the equipment within **four (4) hours** of the service call and must repair the Equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location as described in **Section 3.6**. All return service calls and onsite responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hour Service (after 5:01 P.M. E.S.T. Monday-Friday, Weekends and Holidays).

Drum replacement, toner collection bags or any items that need to be maintained by a service technician are to be included and considered part of the rental, and must be replaced at no charge to the Eligible Entity. Routine consumable supplies shall be billed separately from Rental Payments.

Deductions of rental charges will be made on the basis of 1/30th of the monthly rate for each day the equipment is inoperative after the allowable time for repair or replacement.

3.8 LOANER EQUIPMENT. Eligible Entities have the option to exercise the request for loaner equipment if the existing downed equipment necessitates off-site repair. The loaner equipment **must** be of comparable or better production capability and **must** be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training **must** be completed within eight (8) business hours from the time a service technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity.

3.9 SECURITY DEPOSIT OR ADDITIONAL INSURANCE. A Contractor **may not** charge an Eligible Entity a security deposit or additional insurance for any commodity or service under this Statewide Contract.

3.10 EQUIPMENT AND CONTRACTOR WARRANTIES. Contractors **must** provide a minimum of **6-month warranty** that includes all parts and labor on all equipment on Contract. It is **highly desirable** that Contractors offer a **warranty period** greater than the minimum at no additional cost. All manufacturer warranties will be passed through and shall be available to the Eligible Entity. A Contractor hereby irrevocably appoints a contracting Eligible Entity its agent and attorney-in-fact during the Term Lease or Rental Term of every item of equipment, so long as the Eligible Entity shall not be in default hereunder, for the sole purpose of asserting from time to time whatever claims and rights, including warranties of the Equipment, which the Contractor may have against the manufacturer of the equipment. Rented equipment may be new, used or remanufactured. However, if the rented equipment is used or remanufactured, the rented equipment shall meet all manufacturer's published performance standards, and all other performance standards in this RFR.

3.11 USE OF THE EQUIPMENT. Eligible Entities will not install, use, operate or maintain the Purchased, Leased or Rented equipment under this Contract improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Contract. Eligible Entities shall provide all permits and licenses, if any, necessary for the installation, operation and use of the equipment. Where an Eligible Entity is required to or exercises any right that it may have to return any item of equipment under the terms and conditions of this Contract, the Eligible Entity shall return the equipment in a condition which will permit the Contractor to be eligible for the manufacturer's or supplier's standard maintenance contract without incurring any expense to repair or rehabilitate the equipment, normal wear and tear for the term of the Term Lease or Rental is excepted. An Eligible Entity shall keep the equipment acquired under this Contract through Term Lease or Rental free from levies, liens and encumbrances.

3.12 RELOCATION OF EQUIPMENT. An Eligible Entity will not move or relocate equipment without prior notice to and approval by the Contractor, which shall not be unreasonably withheld. The Contractor and Eligible Entity shall negotiate whether the Eligible Entity or Contractor shall move the equipment, provided however, that the Contractor's approved movement of the equipment by the Eligible Entity shall not void or affect any warranties or other responsibilities of the Contractor under this Contract. The Eligible Entity shall be responsible for any costs for restoring the equipment to its original performance including payments to the Contractor if the Contractor requires performance of on-site installation. The Contractor can not charge an Eligible Entity for costs associated with relocation, reinstallation and confirmation that the equipment is operational if the relocation is located within the Eligible Entities same facility/complex. The Contractor may negotiate with the Eligible Entity for costs associated with relocation of the equipment, reinstallation and confirmation that the equipment is operational for relocation outside the Eligible Entities facility/complex. The following are some examples of costs that are negotiable between the Eligible Entity and Contractor: special

rigging needed for relocation delivery, stairway delivery for a location with no elevator access for relocation. The Eligible Entity shall not be responsible for damage caused by the Contractor during relocation of the equipment by the Contractor and the Contractor shall be responsible for any additional costs associated with restoring the equipment to its original performance. Costs for relocation of equipment must be paid for separately by the Eligible Entity as an additional service cost.

3.13 PERSONAL PROPERTY, USE AND INSPECTION. All Term Lease or Rented equipment under this Statewide Contract shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may be, or may hereafter become, in any manner affixed or attached to real property. A Contractor hereby covenants that its agents and assignees, will not interfere with all Eligible Entity's use of the equipment during the Term Lease or Rental so long as the Eligible Entity is not in default under a Term Lease or Rental. A Contractor shall have the right by appointment at a reasonable time during business hours to enter into and upon the property of an Eligible Entity for the purpose of inspecting the equipment.

3.14 TITLE, LIABILITY, RISK OF LOSS AND INSURANCE. An Eligible Entity shall not hold title to equipment under a Term Lease or Rental. The Contractor (and its insurers, if any) shall bear all risk of loss to the equipment. The Contractor shall hold title to all items of equipment and be fully responsible for the risk of loss and insurance costs for any loss, damage or liability associated with the equipment. The Eligible Entity shall be liable for loss or damage to the equipment due to the negligence of the Eligible Entity, theft by a state employee or for damage due to nuclear reaction, nuclear radiation or radioactive contamination arising out of the use by an Eligible Entity of radioactive materials. The Commonwealth is self-insured and an Eligible Entity shall not be obligated to purchase separate insurance for any Term Lease or Rental. Limitations of liability contained in any documentation submitted by a Bidder or a Contractor under this RFR or under any Term Lease or Rental executed by an Eligible Entity shall be deemed void.

3.15 REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT. The Contractor agrees that all Outright Purchase, Term Lease or Rented Equipment shall be operational and perform in accordance with standard equipment performance specifications and warranties for the equipment.

The Contractor also agrees that since the equipment purchased, Leased or Rented is essential for Eligible Entity operations, that neither an Eligible Entity nor the Commonwealth will have any obligation to continue to pay Term Lease or Rental payments for defective Equipment that can not be repaired or replaced by the Contractor within the required periods outlined in this RFR.

Contractors shall repair any defective equipment in accordance with standard performance specifications and warranties for that equipment. Contractors shall be responsible for all repair and equipment defects and failures during the term of the Term Lease or Rental. In addition to this coverage, all equipment shall be covered by the manufacturer's standard warranties for that equipment. If the equipment cannot be repaired within the required periods outlined in this RFR, the Contractor shall immediately replace the equipment with identical or comparable equipment. The Contractor shall be responsible for all transportation, shipping, delivery, installation costs and other costs associated with the replacement of defective equipment. The Contractor may not charge a fee, penalty or increase the Term Lease or Rental payments for replacement of defective equipment with identical or comparable equipment. If the equipment replacement must be different equipment due to a defect in the model of the original equipment, then it is the responsibility of the Contractor to honor the original Term Lease, Rental or Purchase cost of the original equipment. The Contractor is required to deliver the "Startup" Supplies defined in this RFR as well as provide a credit and pick-up for the supplies purchased for the prior defective equipment.

If the Contractor is unable to provide identical or comparable replacement equipment for the defective equipment within a reasonable time, the Eligible Entity may terminate the Term Lease or Rental and negotiate the Term Lease or Rental of Equipment from another Contractor. The Contractor shall be obligated to remove the defective equipment at no cost to the Eligible Entity. The Contractor may not

penalize the Eligible Entity, accelerate Term Lease or Rental payments or make any additional charges for the termination of a Term Lease or Rental of defective equipment that cannot be repaired or replaced by the Contractor.

Equivalent loaner equipment of comparable or better production capability **must** be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training **must** be completed within eight (8) business hours from the time a service technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity.

3.16 UPGRADE OR REPLACEMENT OF NON-DEFECTIVE EQUIPMENT DURING PERIOD OF TERM LEASE OR RENTAL. During the period of a Term Lease or Rental, an Eligible Entity and the current Contractor may negotiate an upgrade to or replacement of equipment with a newer model, higher performance or equipment better suited to the Eligible Entity's business needs. The Eligible Entity shall not be charged any penalties, an acceleration of Term Lease or Rental fees, or other charges for a negotiated upgrade or replacement of contract equipment. If there is a balance on the term lease or rental of the current equipment prior to an upgrade or replacement request, the Eligible Entity and the current Contractor must negotiate the "buyout" cost that would be incorporated in the term lease or rental payment of the upgrade or replacement equipment. If all parties agree to the "buyout" costs and the "buyout" costs are depicted on the equipment confirmation form of the upgrade or replacement equipment then it is accepted. The removal of the existing equipment and the delivery of the upgrade or replacement equipment will be at no charge to the Eligible Entity.

The Eligible Entity and the current Contractor **may not** negotiate (even if requested by an Eligible Entity), as part of a Term Lease or Rental, for an "option" for an upgrade or replacement which requires the Eligible Entity to pay a higher Term Lease or Rental price or a premium for the availability of the "option" during the Term Lease or Rental Term than the Eligible Entity would have paid without the option. Failure of the current Contractor to adhere to this requirement shall be considered a material breach and the current Contractor shall be required to reimburse to the Eligible Entity or the Commonwealth any amounts paid for such an option that exceeded the amount of the Term Lease or Rental payments without such an option.

3.17 MODIFICATION OR ALTERATION OF EQUIPMENT BY ELIGIBLE ENTITY. Upon prior written approval of the Contractor, an Eligible Entity shall have the right at its own cost and expense (which may be included under the Term Lease or Rental) of making additions, modifications or improvements to the equipment which will be included under the terms of the Term Lease or Rental as part of the equipment, provided, however that:

- such remodeling, additions, modifications or improvements shall not in anyway damage the equipment, cause the equipment to be used for purposes other than those authorized under the constitutional provisions and laws applicable to Eligible Entity, or adversely affect the Contractor's title to, or the validity or perfection of any security interest of the Contractor in, the Equipment; and
- the equipment, as improved (or altered upon completion of remodeling, additions or modifications made) shall be of a value not less than the value of the equipment immediately prior to the remodeling or the making of such additions, modifications or improvements; and
- an Eligible Entity may not permit any mechanic's or other lien to be established or remain against the equipment for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications or improvements so made by Eligible Entity or for any other reason without the Contractor's prior written consent; and
- the equipment warranties on the original equipment must remain valid and;
- the Eligible Entity and Contractor shall renegotiate any modifications to the Term Lease or Rental payment amounts to reflect the additions, modifications or improvements.

3.18 PROHIBITION OF TERM LEASE RENEWALS AND RETURN OF EQUIPMENT AT END OF TERM. At the termination of a Term Lease the Term Lease **may not** be renewed or otherwise

extended under its original terms and rates. In the rare event that a Term Lease needs to be extended for any reason, the Contractor and Eligible Entity **must** renegotiate a short term, Term Lease that reflects the depreciated value of the equipment. A Contractor's renewal of a Term Lease, even at the request of an Eligible Entity, without re-negotiation and reduction of the Term Lease price shall be considered a material breach by the Contractor and the Contractor shall be obligated to reimburse the Commonwealth for all Term Lease payment amounts made by an Eligible Entity which exceed the amounts that would have been charged under a re-negotiated and reduced Term Lease. It is presumed that all Term Leases negotiated under this RFR are temporary and that all Leased equipment will be returned at the end of the Term Lease. It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

3.19 PROHIBITION OF RENTAL RENEWALS AND RETURN OF EQUIPMENT AT END OF TERM.

At the termination of a Rental Term which has run a maximum of six (6) total accrued months, that Rental **may not** be renewed or otherwise extended under its original terms and rates. In the rare event that a Rental Term needs to be extended for any reason, the Contractor and Eligible Entity must renegotiate the Rental as a short term, Term Lease which reflects the value of the equipment, and which represents a reduced rate as compared to the Rental rate. A Contractor's renewal of a Rental Term past the maximum of six (6) total accrued months, even at the request of an Eligible Entity, without re-negotiation and reduction of the Rental price to a short term Term Lease price shall be considered a material breach by the Contractor and the Contractor shall be obligated to reimburse the Eligible Entity for all Rental payment amounts made by an Eligible Entity which exceed the amounts that would have been charged under a re-negotiated short term, Term Lease. It is presumed that Rentals negotiated under this RFR are temporary and that all Rented equipment will be returned to the Contractor at the end of the Rental Term. . It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

3.20 OUTRIGHT PURCHASE OF TERM LEASE EQUIPMENT AT END OF TERM LEASE.

It is presumed that all Term Lease negotiated under this RFR are temporary and that all Term Leased equipment will be returned to the Contractor at the end of the Term Lease. Early buy-out or purchase options during the period of the Term Lease may not be negotiated as part of any Term Lease. However, in the rare event the Eligible Entity wishes to purchase the equipment during the Term Lease, or at the end of the Term Lease, instead of returning the equipment, the Contractor and Eligible Entity may negotiate the **fair market value** of the equipment at the time of purchase. The Eligible Entity shall not be obligated to pay any additional Term Lease payments, fees, acceleration of payments, penalties or other charges in addition to the fair market value of the equipment.

3.21 APPROPRIATION/FUNDING OF TERM LEASE OR RENTAL PAYMENTS.

Appropriation/Funding for expenditures by Eligible Entities of the Commonwealth, and authorizations to spend for particular purposes, are made on a fiscal year basis. The fiscal year of the Commonwealth is a twelve-month period ending June 30th of each year. The obligations of the Eligible Entities under this Term Lease or Rental for each and every fiscal year following the fiscal year in which a Term Lease or Rental is executed are subject to the appropriation to the Eligible Entities of funds sufficient to discharge the Eligible Entities' obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of the Term Lease or Rental. The Commonwealth will not be obligated to appropriate funds for payment of Term Lease or Rental payments.

An Eligible Entity seeking to terminate a Term Lease due to non-appropriation is required to notify the Contractor with written notice in a timely manner detailing the funding situation. The following are some points the Eligible Entity may want to address within the written notice to the Contractor:

- Eligible Entity has exhausted all funds legally available from other sources for the payment of all or Term Lease Payments with respect to such equipment;
- Eligible Entity properly and in a timely manner requested sufficient funds to satisfy the obligation due under the Term Lease with respect to such equipment in the fiscal period for which funds were not appropriated and Eligible Entity diligently pursued and exercised best efforts to obtain such funds from the governing body which controls such appropriation;
- Funds have not been budgeted or appropriated to Eligible Entity and funds will not be extended by Eligible Entity during the first fiscal period following an event of non-appropriation for which funds have not been appropriated hereunder to Term Lease or otherwise acquire equipment or services performing functions similar to that of the terminated equipment.

Upon occurrence of such non-appropriation, and the satisfaction of all of the conditions to Eligible Entities right of termination, including written notice of termination, an Eligible Entity shall not be obligated to make payment of any Term Lease Payments with respect to the terminated equipment through any fiscal period for which funds have not been so appropriated.

An Eligible Entity agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the Contractor promptly when it appears certain these will not be obtained. An Eligible Entities obligation under a Term Lease or Rental is severable and the cancellation of an Eligible Entities obligations under a particular Term Lease or Rental due to non-appropriation shall not affect the obligations of the remaining Eligible Entities, nor will such cancellation affect such Eligible Entities obligations under any other Term Lease or Rentals to which it is a party.

It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

Note: The intercept by the Commonwealth of any Contractor Term Lease or Rental payment(s), timely issued by an Eligible Entity, to reimburse the Commonwealth for an outstanding debt of the Contractor to the Commonwealth shall not be deemed or considered a default by the Eligible Entity under a Term Lease or Rental.

3.22 TERM LEASE OR RENTAL OBLIGATIONS NOT A DEBT. A Contractor and an Eligible Entity understand and intend that the obligation of the Eligible Entity to make Term Lease or Rental payments shall constitute a current expense from lawfully appropriated funds or other legally available funds and shall not in any way be construed to be a debt of the Eligible Entity or the Commonwealth in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Eligible Entities, nor shall anything contained herein constitute a pledge of tax revenues or funds of the Eligible Entity or the Commonwealth.

3.23 EARLY TERMINATION OF TERM LEASE OR RENTAL. The term for a Term Lease or Rental shall terminate upon the earliest of the following events:

- Full payment of all Term Lease or Rental payments. Following the termination of a Term Lease or Rental an Eligible Entity shall make arrangements to have the equipment returned to the Contractor at no cost to the Eligible Entity, or in the alternative negotiate an outright purchase of the equipment at a negotiated fair market value price as a separate transaction from the Term Lease or Rental.

- A default by the Eligible Entity or the Contractor and a decision by the other party to terminate the Term Lease or Rental.
- Termination by the Commonwealth as provided in the Commonwealth's Terms and Conditions.
- It is the responsibility of the Eligible Entity to schedule the return of the Term Leased or Rental equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

3.24 CONDITIONS FOR ELIGIBLE ENTITIES EARLY TERMINATION OF RENTAL. It is presumed under this Statewide Contract that Rentals of equipment shall be made on a monthly basis and can be cancelled at will, without penalty, by an Eligible Entity upon proper notice to the Contractor. An Eligible Entity may terminate a Rental without cause prior to the scheduled end of the Rental Term by providing prior written notice of at least fifteen (15) calendar days to the Contractor. The notice shall specify the date that the Contractor can remove the equipment during normal business hours or a timeframe mutually agreed upon by the Eligible Entity and Contractor. The Eligible Entity shall be responsible for all rental payments prior to the pick-up date specified in the notice for equipment removal. It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

3.25 REPLACEMENT OF EQUIPMENT AFTER A DEFAULT. In the event an Eligible Entity defaults under a Term Lease or Rental and returns the equipment to the Contractor, the Eligible Entity shall not be prohibited from acquiring the same or similar equipment from another Contractor during the period of the former Term Lease or Rental agreement. It is recommended that the Eligible Entity offer the opportunity to the Contractor, for which they defaulted, the first opportunity to present a more cost effective equipment option.

3.26 NO CREDIT RATING. The Commonwealth Eligible Entity's, for credit ratings related to Term Lease or Rental under this Contract, will make no application, nor may a Contractor seek such ratings from the Commonwealth Eligible Entities.

3.27 SECURITIZATION. A Contractor may not sell the note for any Term Lease or Rental agreement but may borrow against the value of the note during the term lease or rental period as long as it does not effect the status of the note during the Term Lease or Rental period.

3.28 ASSIGNABILITY. The Contractor may assign its payment interests in a Term Lease or Rental, with prior approval from the OSD Contract Manager and PMT, but may not assign its duties, responsibilities or liabilities under a Term Lease or Rental. The Contractor agrees that any assignment of interest will be limited so that it does not constitute a public offering. Regardless of any such assignment, the Contractor will continue to act as principal with regard to carrying out all responsibilities and duties under the contract. Upon prior approval of the Contractor, which shall not be unreasonably withheld, an Eligible Entity may assign the equipment and its duties under a Term Lease or Rental to another Eligible Entity, provided the assignee Eligible Entity can demonstrate that it can assume all the duties and fiscal responsibilities under the Term Lease or Rental and the Eligible Entities execute the necessary documentation to transfer the equipment and Term Lease or Rental obligations and payments.

3.29 SECURITY INTEREST IN EQUIPMENT. In addition to title in the equipment that is held by the Contractor until all payments are made by an Eligible Entity, the Eligible Entity grants to the Contractor the ability to purchase security interest in the equipment and any additions, attachments or improvements. An Eligible Entity shall execute such additional documentation to establish and

maintain the Contractor's security interest in the equipment provided such documentation has received prior review and approval by the OSD Contract Manager and PMT.

3.30 CONTRACTOR QUALIFICATIONS.

3.30.1 Qualification of OEM or Authorized Reseller of Equipment, Supplies and Services/Maintenance. Responses **must** be submitted only by the Original Equipment Manufacturer (hereinafter referred to as "OEM") or a qualified OEM designated authorized reseller for the purposes of the purchase and lease of equipment, accessories, OEM/Remanufactured/Generic supplies and service/maintenance of new and/or remanufactured equipment. Only OEM or an authorized OEM designated reseller will be awarded contracts for equipment.

All bidders submitting a response to this RFR **must** submit written certification for each manufacturer having product represented in the response, stating that the bidder is an authorized reseller for equipment, supplies and service/maintenance for specific regions of the state or statewide.

The certification(s) shall be on the official letterhead of the OEM and signed by an authorized official of the company. An authorized official is defined as a company employee who has the requisite authority to commit, obligate and contractually bind the OEM Company.

The certification must identify the bidder and the bid identification number - OFF16. Failure to comply with the certification requirement **may** result in the rejection of the response for each manufacturer not certified.

The Commonwealth reserves the right to ask for documentation from each Bidder verifying their service technician's training

3.30.2 OEM Bidding with Authorized Reseller Network Representation. OEMs **must** include in their response a list of authorized resellers authorized to represent them per the terms and conditions of this RFR. It is the bidding manufacturer's responsibility to ensure complete coverage of service throughout all counties within the Commonwealth of Massachusetts. Invoices shall be directly from the OEM Manufacturer, Authorized Reseller or Affirmative Market Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT as the Prime Contractor.

The OEM, as Prime Contractor, shall be fully responsible for meeting all of the terms of any contract resulting from this RFR. The OEM will have full responsibility for any authorized reseller(s) performance. Contractors will be responsible for the training and education of authorized resellers to ensure contract compliance.

Awarded Contractors **must** notify the OSD Contract Manager of any authorized reseller changes, additions and deletions throughout the term of the Contract. The OSD Contract Manager and PMT will have the right to deny approval of any authorized reseller additions and/or substitutions.

Category 1, 2, and 3 Bidders must provide costs for all the service plans and the related supplies for the equipment models being submitted in the response.

3.31 MAINTENANCE PARTS OBSOLESCENCE. Manufacturers directly or through the designated authorized reseller **must** guarantee the availability of parts for all models proposed for a minimum period of seven (7) years from the last date of manufacture.

3.32 AFFIRMATIVE MARKET PROGRAM (AMP). Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid responses to this RFR, either as a Prime Contractor, as joint venture partners or as a subcontractor. All Bidders **must** submit within the bid submission, the Bidders intent to utilize SOMWBA, Massachusetts certified M/WBE companies. The PMT will only recognize Massachusetts SOMWBA Certified companies as part of the AMP Plan. All Bidders **must** submit the **AMP Plan Form** as part of their response for evaluation.

All Bidders should provide the following minimum information on the AMP Plan Form and if necessary include a narrative in addition to the AMP Plan Form.

- Subcontracting: Bidders are asked to include expenditures commitments and copies of subcontracting agreements, Memorandums of Understanding (MOUs), or otherwise binding commitments between the Bidders and SOMWBA certified M/WBE companies.
- Growth & Development: Bidders are asked to submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance in attaining SOMWBA certification that would increase industry capacity and the pool of qualified SOMWBA certified companies.
- Ancillary Uses of SOMWBA Certified M/WBE Company(ies): Bidders are asked to include expenditure commitments for use of certified M/WBE Company(ies) with or without the use of written commitments between the Bidder and the M/WBE Company(ies). A description of the ancillary uses, outside the scope of the RFR, of certified M/WBEs, if any, **must** be included on the AMP Plan Form.
- Past Performance: Respondents are asked to include information relevant to the RFR category(ies) on past expenditures with SOMWBA certified M/WBEs of the previous two (2) calendar years years.

The following are just a few examples of potential successful AMP Partnerships for Bidders to research and develop;

- AMP Partnership to purchase office and/or operational supplies for internal use.
- AMP Partnership to sell and deliver supplies.
- AMP Partnership to sell, deliver and provide installation and training for equipment.
- AMP Partnership to finance leased equipment.
- AMP Partnership to deliver or pickup and relocate equipment.
- AMP Partnership to support pickup of recycled products.

Bidders are asked to include any additional AMP Partnership initiatives that further support their AMP Plan.

3.32.1 AMP Resources. There are resources available to assist Prime Bidders in finding potential M/WBE partners for developing their AMP Plans. Some of these resources include but are not limited to the following:

- The State Office of Minority & Women Business Assistance's (SOMWBA) website, www.mass.gov/somwba.com. Here you can query Massachusetts certified M/WBE businesses eligible to participate in the AMP by business type, geographic area, and certification status. This is the best source for finding AMP partners. *Note*: When using the SOMWBA online search engine to find a certified business in a particular industry or field of interest, please be general rather than specific. If query is too specific you will receive less results.
- The Affirmative Market Program website contains a list of Massachusetts certified businesses that have acquired statewide contracts as prime contractors. You can find this list at www.mass.gov/amp under the heading *Affirmative Market Program Participants*.
- Both SOMWBA and the Affirmative Market Program have workshops that can be very helpful to attain SOMWBA Certification and to help contractors find Massachusetts Certified subcontractors. Check out their Web Site.
- Department Affirmative Market Program Coordinators are a great resource when researching specific vendor pools. They have first hand knowledge and relationships with the certified vendor community. A list of AMP Coordinators and their contact information can be found on the AMP website, www.mass.gov/amp under the "Find AMP Program Participants" screen.
- Members of Procurement Management Teams and Team Leaders/OSD Contract Managers (**exception of current OFF16 PMT**) may be able to provide a list of potential AMP partners within the primary industry of the RFR.
- AMP staff is available to assist any prime contractors in their efforts to partner with M/WBEs prior to the bid submission. The AMP Executive Director Monsi Quinones can be reached directly at 617-720-3149.

The AMP and OSD websites regularly announce AMP statewide events where all types of businesses are welcome to attend including prime contractors that are interested in developing relationships with Minority and Women-Owned Enterprises.

3.32.2 AMP Partner Direct Pay Bid Submission. In order to submit a bid response as an AMP Partner Sub-Contractor with a Prime Contractor for this category, the Bidder must have the AMP Partner submit a Bid under separate cover with the appropriate contract forms, a copy of the AMP Plan Agreement and the appropriate Category Cost Attachments. The AMP Partner must also have the following required elements as part of their bid submission:

- Detailed Affirmative Market Participation Agreement utilizing the AMP Plan Form and necessary attachments.
- Agreement to sell equipment, supplies or service at the same cost as the Prime Bidder
- Agree to all terms and conditions of the RFR for equipment, supplies and/or service with in the appropriate Category(ies) and/or sub-category(ies).

If an AMP Partnership is proposed by a Contractor to have a direct pay relationship with the Commonwealth Eligible Entities utilizing this contract, then the AMP Subcontractor Partner must agree to the above three (3) elements within their bid submission.

3.32.3 Affirmative Market Partnership Rolling Enrollment. The OSD Contract Manager and the PMT will accept additional AMP Partnership bidder(s) proposals after the initial RFR due date based upon the creation of new Affirmative Market Partnership(s) with the existing OFF16 Contractor(s) for any Category(ies) and/or sub-category(ies). RFR responses will be reviewed and potentially accepted throughout the term of the rolling enrollment. The contract terms for those additional bidders selected in the process will run concurrently with the initial OFF16 contract term.

3.32.4 Certification Information. Minority and Women owned business enterprises that are not currently SOMWBA certified and would like to be considered as an M/WBE for this RFR should submit an application for certification prior to the RFR bid response due date. A copy of the certification application **must** be submitted as part of the bid response as a form of verification. For further information on SOMWBA certification, contact their office at 1-617-727-8692 or via the Internet at mass.gov/somwba.

3.33 DISTRIBUTION OF ADVERTISING LITERATURE, MANUALS, CATALOGS AND PRICE LISTS. Bidders awarded any Contract resulting from this RFR **must** submit all advertising literature with regards to OFF16, including but not limited to, brochures, catalogs, and price lists to the OSD Contract Manager and the PMT for review and approval prior to it being provided to any Eligible Entity. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

3.34 EQUIPMENT, SUPPLY, AND/OR NEW/PREDECESSOR PRICE LISTS AND CATALOGS. All bidders **must** submit with their bids a dated manufacturer's catalog and the corresponding dated price list covering each item being bid. Each catalog or price list **must** be clearly identified with the name, address, telephone and fax number of the submitting bidder. All references in this RFR to the catalog or price list shall refer exclusively to manufacturer issued catalogs and price lists.

The awarded bidder(s) shall, within forty-five (45) calendar days after receipt of the bidder award notice, publish a "Massachusetts Price List." Such price list shall contain the manufacturers list price, net prices to the Commonwealth, possible volume discount prices, Contractor's name, contact person, telephone numbers and **must** be submitted to the OSD Contract Manager for approval by the PMT **prior to its issuance** to Eligible Entities.

The Contractor shall provide, with a delivery or within ten (10) business days of a request by an Eligible Entity, catalogs or price lists complete with the contract number, contact name and specific directions on how to order.

3.35 PRICING PLAN OPTIONS. Options under which equipment, supplies and service may be procured:

- Outright Purchase – Equipment, Supplies and Services all Categories (1-4)
- Term Lease: 36, 48 & 60 months – Category 1, Sub-Categories 1A, 1B, 1C & 1D, Sub-Category 1E - 48, 60 and 72 months. Category 2 & 3 optional for 24 or 36 months
- Rental: Six- (6) month maximum (non-renewable) – Categories 1, 2, & 3 – Equipment

Refer to the Technical Specifications and the Cost Sheets for specific options within each volume band per equipment category. OEM Manufacturers may, and are, in fact, encouraged to use their resellers to fulfill the requirements for service and sales; however, all contracts and payments shall be between the Eligible Entity and the Prime Contractor (OEM or Authorized Reseller) and/or AMP Partner(s).

3.36 SEMI-ANNUAL REPORTING REQUIREMENTS. This Section of the Bidder's Response should indicate the Bidder's ability to fulfill the reporting requirements listed below. The Statewide information should be provided to the OSD Contract Manager. The Contractors and OSD Contract Manager will identify spreadsheet format after award.

3.36.1 Reports. The Contractor **must** provide and maintain access to a database which is capable of detailed tracking of customer accounts, requisitions, proof of delivery, deliveries, billing, and payments in a comprehensive manner.

The Contractor **must** provide, to the OSD Contract Manager, **semi-annual and annual reports** of all product purchases made under the Contract. The Contractor **must** provide the OSD Contract Manager with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the OSD Contract Manager, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in contract termination.

The following list represents information that **must** be included in semi-annual and annual reports, and identified for each category awarded:

Total dollars spent in each category of the Contract, separated by Commonwealth fiscal years (July 1 to June 30).

- Total equipment, supplies and service dollars spent in each category of the Contract by individual Agencies, Cities, Towns, Political Sub-divisions, and other Eligible Entities with each ordering category totaled individually.
- Total detailed list of each item purchased during the reporting period and maintained "year to date" (Y-T-D) including all lease end dates.
- A breakout of recycled and environmentally preferable product purchases by Commonwealth Eligible Entities within the individual categories (with information on current and/or potential savings if requested).
- List all certified M/WBE sub-contract activity and purchase of supplies by Contractor and/or supplier. Also, listed separately, the total dollars spent within all the categories compared to M/WBE total dollars participation on this contract.
- List other M/WBE activity such as Joint Ventures, Mentoring, etc.
- List number of Customer Service complaints and issues within the following categories:
 - Delivery Issues
 - Total number of complaint issues
 - Total number of resolved issues
 - Total number of unresolved issues listed alphabetically by Eligible Entity.
 - A detailed explanation will be required upon request by the OSD Contract Manager and or the PMT of unresolved issues in excess of 10 business days.
 - Proof of Deliveries must be maintained for a minimum of eighteen (18) months after deliveries
 - List of Eligible Entities whose payments due are over 45 days. The OSD Contract Manager will assist in resolving overdue payments between the Eligible Entity and Contractor.

The submission deadline for Semi-Annual Reports (work completed in the period ending) will be:

<u>Period Ending</u>	<u>Submission Deadline</u>
June 30	July 20
December 31	January 20

3.37 CUSTOMER SURVEY. All Contractors will be required to provide a survey for each equipment placement and semi-annually for for supplies and services. The Eligible Entity is encouraged to complete and return to the OSD Contract Manager. The surveys will assist the PMT in the evaluation of a Contractors performance during the term of the contract.

3.38 BILLING/INVOICING. Invoices shall be directly from the OEM Manufacturer, Authorized Reseller or Affirmative Market Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT as the Prime Contractor.

- Billing for Maintenance/Service **must** be done at a minimum monthly, and it is **highly desirable** if it can be done quarterly, semi-annually or annually upon the Eligible Entities request.
- Bidders may be required to provide, upon request of the Eligible Entity, consolidated billing. All equipment, supplies and service invoices **must** have a separate line item within the invoice for all three elements or a separate invoice for each of the three elements.
- Invoices for purchases and software fees are not due and payable until successful completion of any applicable acceptance testing. Invoices for services are not due and payable until after services are rendered.

3.39 VENDOR FAIR PARTICIPATION. It is **highly desirable** that Bidders agree to participate and attend, as an exhibitor, at least two vendor fair/conferences sponsored by the Operational Services Division each fiscal year. These events include the Buy Recycled and Environmentally Preferable Product Vendor Fair and Conference held annually in the fall and "STAR" the Statewide Contractors Fair, to be scheduled during mid to late spring. The cost of participating in these Fairs will be assumed by the Contractor. If a Bidder agrees to participate in the Vendor Fair's and upon evaluation receives a contract award, the Bidder must attend both Vendor Fair's. If a Contractor does not attend either or both Vendor Fair's the OSD Contract Manger and PMT reserve the right to access a penalty equal to the cost of attending for that given year.

3.40 WEBSITE PAGE. It is **required** that the awarded Contractor(s) develop a web page to be utilized by the OSD Contract Manager and PMT to advertise the contract pricing and terms and conditions. The website page **must be developed and approved** by the OSD Contract Manager and the PMT, prior to publication, within **90 days** after contract execution and during the contract term when changes/updates are necessary. The website page **must** be accessible without the need of a password by an Eligible Entity. The website page must include the minimum elements;

- Active and approved Contractors Cost Sheets by Category and Model Numbers,
- Archive Section for prior approved Contractors Cost Sheets by Category and Model Numbers for equipment no longer available,
- Detailed Equipment Specifications by model numbers,
- Affirmative Market Partnership (AMP) aggreement with AMP Partners contact information; Company Name & Address, Contract Name, Telephone #, Fax # and E-mail address,
- Equipment Confirmation Form in word and PDF formats,
- Training contract highlights with contact information i.e. Name(s), Telephone #'s, E-mails,
- Installation contract highlights,
- Related Links section to include a link to the OFF16 main page, Link to the OFF16 RFR/Contract, Link to the OFF16 OSD Update once it is released,
- Promotional Section to highlight any current or planned **approved** contract promotions,
- How to Buy Section to highlight how to utilize the contract. This section should include the Telephone, Fax and E-mail information for the Contractor(s) Contract Manager, Sales, Service and Customer Service personnel dedicated to the contract,
- Environmental Information section to cover the topics including but not limited to: information on and the benefits of operating equipment features that allow to save energy (e.g. EnergyStar), paper (e.g. duplexing, printing multiple pages on a single sheet, etc.) and supplies (e.g. draft printing), use and benefits of remanufactured supplies, equipment and supply Material Safety

Data Sheets MSDS), Contractors' current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, equipment end-of-life management, etc.) and other relevant topics.

The OSD Contract Manager and the PMT reserve the right to request modifications to the website page during the term of the contract. Any modifications, changes or updates **must** be reviewed and approved by the OSD Contract Manager and PMT prior to publication. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

SECTION 3
CATEGORY 1

PART II - TECHNICAL SPECIFICATIONS

3.41 INTRODUCTION. All specifications in this section apply to all equipment awarded under any contract resulting from this RFR. The responses, as submitted, **must** meet or exceed all of the required specifications contained within this RFR. If a Bidder can exceed minimum requirements, points may be assessed, per category, depending on the level of added value. All Bidders **must** be able to provide, at a minimum, equipment in two of the three volume bands for the particular sub-category(ies) to qualify for bid evaluation.

Only current production equipment, available for sale at the time of the bid opening date, for this contract, can be included. Bids for discontinued equipment not being actively marketed by the OEM for domestic sales are not to be offered, and will not be considered. The Commonwealth reserves the right to require OEM documentation to confirm equipment eligibility under this contract.

Equipment under this contract shall be new or remanufactured equipment and carry a maintenance guarantee for a period of at least seven (7) years from date of acceptance. All equipment shall be in excellent working condition and shall include new OEM equipment guarantee.

3.42 CONTRACTOR CERTIFICATION THAT EQUIPMENT IS TIME DATE FUNCTIONAL. By executing a Contract under this Statewide Contract the Contractor certifies and warrants that the Information Technology for any equipment provided for Outright Purchase, Term Lease or Rental under this Statewide Contract is time date functional. Time date functional compliance means Information Technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, time date functionality compliant Information Technology, when used in combination with other Information Technology, shall accurately process date/time data if the other Information Technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this Statewide Contract. This warranty is in addition to all other Contractor generated warranties, disclaimers, or remedies to Contractor Programs, Media, and Services.

3.43 EQUIPMENT CATEGORIES. The PMT has established the minimum specifications for Category 1 and all Sub-Categories detailed below. **Please utilize Attachments 1A through 1E for Bid Submissions for each sub-category.**

Attachment 1A Sub-Category 1A Remanufactured Analog Black & White Photocopiers

Attachment 1B Sub-Category 1B New Digital Multifunctional Black & White Photocopiers

Attachment 1C Sub-Category 1C New Digital Multifunctional Color Photocopiers

**Attachment 1D Sub-Category 1D New Digital Multifunctional Black & White/Color
Photocopiers**

**Attachment 1E Sub-Category 1E New Digital Multifunctional Black & White 110+ copies per
minute Production Photocopiers.**

3.43.1 Sub-Category 1A Remanufactured Analog Black & White Photocopiers Specifications.

The following is a detailed list of **minimum** specifications for Sub-Category 1A Remanufactured Analog Black & White Photocopiers

1. Reduction/Enlargement
2. Automatic Duplexing required 15+ CPM, optional for less than 15 CPM
3. Paper Trays Standard (2) required 15+ CPM, (1) for less than 15 CPM
4. Paper Capacity (1K) required 15+ CPM, (500 sheets) for less than 15 CPM
5. Output Size 8.5 x 11 & 8.5 x 14
6. Original Size 11 x 17
7. Reverse Auto Document Feed (RADF-Auto 2 sided copying) required 15+ CPM, optional for less than 15 CPM
8. Collate 10 Bin/Finisher with Staple Functions 15+ CPM, optional for less than 15 CPM

9. Console or Cabinet if required
10. 6-month warranty
11. 508 ADA Compliant
12. ESP QC Power Protection Filter or equal
13. Energy Star Compliant 1997+

3.43.2 Analog Black & White Volume Bands.

Volume Bands	Copy Per Minute Range	Minimum Monthly Volume
LOW	10-14	1K
	15-19	2K
	20-24	3K
	25-29	5K
MEDIUM	30-34	6K
	35-39	8K
	40-44	12K
	45-49	16K
	50-59	20K
HIGH	60-69	25K
	70-79	30K
	80-89	40K
	90+Plus	60K

3.43.3 Sub-Category 1B New Digital Multifunctional Black & White Photocopiers Specifications. The following is a detailed list of **minimum** specifications for Sub-Category 1B New Digital Multifunctional Black & White Photocopiers:

1. Reduction/Enlargement
2. Automatic Duplexing 15+ CPM, optional for less than 15 CPM
3. Resolution 400 x 400 DPI or 600 x 600 DPI
4. Paper Trays Standard (2) required 15+ CPM, (1) for less than 15 CPM
5. Paper Capacity (1K) required 15+ CPM, (500 sheets) for less than 15 CPM
6. Output Size 8.5 x 11 & 8.5 x 14
7. Original Size 11 x 17
8. Reverse Auto Document Feed (RADF-Auto 2 sided copying) required 15+ CPM, optional for less than 15 CPM
9. Finisher with Staple Functions, 15+ CPM, optional for less than 15 CPM
10. Memory: 64MB
11. Network Protocols: TCP/IP, ETHERNET, ETHERTALK, Novell IPX with NIC Card
12. Network Print Controller Supports:PCL5e/PCL6, Windows 95, 98, 2000/ME/XP, NT 4.0, Macintosh OS
13. Scan to File
14. Facsimile capabilities 40 CPM or less
15. Data Security: Secure/Privacy Print with password access protection
16. Data Erase: Able to Manually or Automatically clear data. Highly desirable to be able to data encrytp prior to information written to hard drive, RAM or ROM, or data overwrite
17. Console or Cabinet if required
18. 6-month warranty
19. ESP QC Power Protection Filter or equal
20. 508 ADA Compliant
21. Energy Star Compliant

3.43.4 Digital Black & White Multifunctional Volume Bands.

Volume Bands	Copy Per Minute Range 400 x 400 DPI or 600 x 600 DPI	Minimum Monthly Volume
LOW	10-14	1K
	15-19	2K
	20-24	3K
	25-29	5K
MEDIUM	30-34	8K
	35-39	12K
	40-44	18K
	45-49	25K
	50-59	35K
HIGH	60-69	50K
	70-79	60K
	80-89	80K
	90+Plus	120K

3.43.5 Sub-Category 1C New Digital Multifunctional Color Photocopiers Specifications. The following is a detailed list of **minimum** specifications for Sub-Category 1C New Digital Multifunctional Color Photocopiers:

1. Reduction/Enlargement
2. Automatic Duplexing 15+ CPM, optional for less than 15 CPM
3. Resolution 400 x 400 DPI or 600 x 600 DPI
4. Paper Trays Std. (2)
5. Paper Capacity (1K)
6. Output Size 8.5 x 11 & 8.5 x 14
7. Original Size 11 x 17
8. Reverse Auto Document Feed (RADF-Auto 2 sided copying)
9. Finisher with Staple Functions, 15+ CPM, optional for less than 15 CPM
10. 256 Color Shades per pixel
11. Memory: 64MB
12. Network Protocols: TCP/IP, ETHERNET, ETHERTALK, Novell IPX with NIC Card
13. Network Print Controller Supports: PCL5e/PCL6, Windows 95, 98, 2000/ME/XP, NT 4.0, Macintosh OS
14. Scan capabilities to File
15. Data Security. Secure/Privacy Print with password access protection
16. Data Erase: Able to Manually or Automatically clear data. Highly desirable to be able to data encrypt prior to information written to hard drive, RAM or ROM, or data overwrite
17. Console or Cabinet if required
18. 6-month warranty
19. ESP QC Power Protection Filter or equal
20. 508 ADA Compliant
21. **Desirable:** Energy Star Compliant

3.43.6 Digital Multifunctional Color Volume Bands.

Volume Bands	Copy Per Minute Range 400 x 400 DPI or 600 x 600 DPI	Minimum Monthly Volume
LOW	3-10	2K
MEDIUM	11-20	6K

HIGH	21+Plus	16K

3.43.7 Sub-Category 1D New Digital Multifunctional Black & White/Color Photocopiers

Specifications. The following is a detailed list of **minimum** specifications for Sub-Category 1D New Digital Multifunctional Black & White/Color Photocopiers.

1. Reduction/Enlargement
2. Automatic Duplexing 15+ CPM, optional for less than 15 CPM
3. Resolution 400 x 400 DPI or 600 x 600 DPI
4. Paper Trays Std. (2)
5. Paper Capacity (1K)
6. Output Size 8.5 x 11 & 8.5 x 14
7. Original Size 11 x 17
8. Reverse Auto Document Feed (RADF-Auto 2 sided copying)
9. Finisher with Staple Functions, 15+ CPM, optional for less than 15 CPM
10. Separate Meters for Black & White Copies and Color Copies
11. 256 Color Shades per pixel
12. Memory: 64MB
13. Network Protocols: TCP/IP, ETHERNET, ETHERTALK, Novell IPX with NIC Card
14. Network Print Controller Supports:PCL5e/PCL6, Windows 95, 98, 2000/ME/XP, NT 4.0, Macintosh OS
15. Scan capabilities to File
16. Data Security. Secure/Privacy Print with password access protection
17. Data Erase: Able to Manually or Automatically clear data. Highly desirable to be able to data encrypt prior to information written to hard drive, RAM or ROM, or data overwrite.
18. Console or Cabinet if required
19. 6-month warranty
20. ESP QC Power Protection Filter or equal
21. 508 ADA Compliant
22. **Desirable:** Energy Star Compliant

3.43.8 Digital Multifunctional Black & White/Color Volume Bands.

Black & White Volume Bands.

Volume Bands	Copy Per Minute Range, Black & White 400 x 400 DPI or 600 X 600 DPI	Black & White Minimum Monthly Volume
LOW	10-20	3K
MEDIUM	21-30	8K
HIGH	31+Plus	12K

Color Volume Bands.

Volume Bands	Copy Per Minute Range, Color 400 x 400 DPI or 600 X 600 DPI	Color Minimum Monthly Volume
LOW	3-10	2K
MEDIUM	11-20	6K
HIGH	21+Plus	16K

3.43.9 Sub-Category 1E New Digital Multifunctional Black & White 110+ copies per minute Production Photocopiers Specifications. The following is a detailed list of **minimum** specifications for Sub-Category 1E New Digital Multifunctional Black & White 110+ copies per minute Production Photocopiers. The specifications below **must** be met by each single unit being submitted for evaluations. Multiple/tandem units **cannot** be used to satisfy the minimum requirements for this subcategory.

1. Reduction/Enlargement
2. Automatic Duplexing
3. Resolution 400 x 400 DPI or 600 x 600 DPI
4. Paper Trays Std. (3)
5. Paper Capacity (4K)
6. Output Size 12 x 18
7. Original Size 11 x 17
8. Finisher with Staple Functions
9. ADF Document Feeder, 11"x17"
10. Scan Station includes 17" monitor, 512MB Controller with Document Management Software to Scan, Store, Access and Print.
11. Network Print Controller Support: PCL5e/PCL6, Windows 95, 98, 2000/ME/XP, NT 4.0, Macintosh
12. Software Driver Support: ISIS and Twain driver.
13. Scan Method: Dual Charged Coupled Devices (CCD)
14. Printout supports Adobe PostScript 3, PCL, PDF and TIFF Files
15. Data Security. Secure/Privacy Print with password access protection
16. Data Erase: Able to Manually or Automatically clear. Highly desirable to be able to data encrypt prior to information is written to hard drive, RAM or ROM, or data overwrite.
17. 6-month warranty
18. ESP QC Power Protection Filter or equal
19. 508 ADA Compliant
20. Energy Star Compliant

Volume Bands	Copy Per Minute Range, Black & White 400 x 400 DPI or 600 X 600 DPI	Black & White Minimum Monthly Volume
HIGH	110+	600K

3.44 ADDITIONAL TECHNICAL REQUIREMENTS FOR ALL CATEGORIES OF EQUIPMENT. In addition, the following criteria **must be met**:

- **All Supply Yields indicated on the cost sheets for Category 1 equipment must be based upon 12% page coverage.**
- **An Eligible Entity must be allowed to back-out the network components from the standard configuration if the Eligible Entity is going to utilize the equipment as a stand-alone non-network piece.**
- All electrical equipment furnished **must** be UL approved or equivalent.
- Devices shall be equipped with a non-reset copy/page meter.
- Determination of capability/connectivity shall be the responsibility of both the Contractor and the Eligible Entity.
- Warranties and service contracts **must** not preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Contractors **may not** fault the use of such recycled paper and/or supplies for equipment failures unless the process described in section **3.45.10** is followed.
- Contractors are **prohibited** from affixing warning labels to equipment regarding the use of generic supplies and remanufactured supplies. Agents of the equipment Contractor **must not** communicate to any end user that a supply product selected on this contract should not be used, is inconsistent or will cause a problem in any way. Comments based on opinion or conjecture related to the quality or effectiveness of non-OEM supplies **must** be avoided.

- In their submissions, Bidders **must** identify, on all equipment cost sheets, equipment that requires supplies containing so called “smart chips,” any computer code or any other design element that would:
 - Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism,
 - Permit access to the equipment to cause disablement or impairment,
 - All Contractors **must** inform Eligible Entities about the above-mentioned equipment features prior to equipment sale. It is **desirable** that all Contractors offer equipment that requires supplies without any impediments for their remanufacturing by third parties,
 - The PMT will educate all Eligible Entities with regards to the “smart chip” technology and the potential negative impact this technology may have on the environment and the total cost of ownership.

3.44.1 Equipment Substitutions. After award of contract, equipment that is subsequently discontinued from a manufacturer's line may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued model(s) and for the new equipment model(s) requested to be substituted. All pricing, terms and conditions of discontinued model will apply to new equipment. Substituted equipment **must** meet or exceed the performance specification of the discontinued model. Additional fixed accessories can be accepted at no extra cost. Supplies and accessories pricing **must** be identical **or less** than pricing for discontinued equipment.

Replacement of obsolete equipment will be reviewed on an individual basis beginning **6 months** after commencement of this contract. Contractors can only submit a request for the Category(ies) and Manufacturer Brand(s) awarded. Each Contractor **must** submit a cover letter explaining the request accompanied by the following documentation for each equipment, supply or service within the appropriate category(ies) awarded. Contractors wishing to substitute equipment **must** include documentation for the items listed below;

- **Equipment Cost Sheet** - The equipment cost sheet(s) must be completed in its entirety with the equipment meeting the minimum technical requirements for the particular volume band. Also, indicate each technical specification that the equipment may exceed. Submit one hard copy and an electronic copy to the OSD Contract Manager.
- **Substitutions** – In addition to the first bullet, also include a copy of the original approved cost sheet. The substituted equipment must meet the specifications, be in the same volume band, sub-category and at the same or lower price of the original equipment.
- **OEM Technical Specifications Brochure/Sheet** - Each equipment add-on or substitution **must** be accompanied by a technical specification brochure/sheet that provides a detailed description that meets or exceeds the minimum specifications put forth in the original RFR to be considered for addition to the contract.
- **Substitutions** – In addition to the second bullet, also include a copy of the OEM Technical Specifications Brochure/Sheet of the original approved equipment.
- **OEM Certification** that the equipment has been “Nationally Launched”
- **Copy of Buyer's Lab Report**, if available
- **A Price Comparison must be supplied** for each model comparing Statewide Contract pricing to: **GSA Pricing, Commercial/List Price** with GSA Pricing being used as a ceiling if GSA pricing is available.
- **Equipment, Supplies & Service Contractors must submit the appropriate updated Supply Costs and/or Service Maintenance Costs** if your requests result in any potential changes. All updates **must** be accompanied by a copy of the original award information.
- Three commercial references from customers, who are currently using the equipment, supplies or services.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

All equipment submitted for substitution **must** be under manufacture at the time of submission. All equipment offered and placed for Eligible Entities shall be in excellent working order and produce good, clean images. All equipment will be expected to perform in an efficient manner with a minimum downtime. The user will report equipment that requires an excessive number of service calls to the OSD Contract Manager for PMT review and possible replacement.

The substitution guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

3.44.2 Supply Substitutions. After award of contract, supplies that are subsequently discontinued from a manufacturer's line may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued supply item(s) and for the new supply item(s) requested to be substituted. All pricing, terms and conditions of discontinued items will apply to new items. Substituted items **must** meet or exceed the performance specification of the discontinued item(s).

Replacement of obsolete items will be reviewed on an individual basis beginning **6-months** after commencement of this contract.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor will not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

3.44.3 Equipment Additions. Six (6) Months after award of contract, equipment that is new, may be requested to be added to the Category(ies) that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Each Contractor **must** submit a cover letter explaining the request accompanied by the following documentation for each equipment, supply or service within the appropriate category(ies) awarded. Add-on request can be submitted, twice a year, one month prior to the six (6) month anniversary date of the contract.

- **Equipment Cost Sheet** - The equipment cost sheet(s) must be completed in its entirety with the equipment meeting the minimum technical requirements for the particular volume band. Also, indicate each technical specification that the equipment may exceed. Submit one hard copy and an electronic copy to the OSD Contract Manager.
- **OEM Technical Specifications Brochure/Sheet** - Each equipment add-on or substitution **must** be accompanied by a technical specification brochure/sheet that provides a detailed description that meets or exceeds the minimum specifications put forth in the original RFR to be considered for addition to the contract.
- **OEM Certification** that the equipment has been "Nationally Launched"
- **Copy of Buyer's Lab Report**, if available
- **A Price Comparison must be supplied** for each model comparing Statewide Contract pricing to: GSA Pricing, Commercial/List Price, with GSA Pricing being used as a ceiling if GSA pricing is available.
- **Equipment, Supplies & Service Contractors must submit the appropriate updated Supply Costs and/or Service Maintenance Costs** if your requests result in any potential changes. All updates **must** be accompanied by a copy of the original award information.
- Three commercial references from customers, who are currently using the equipment, supplies or services.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

All equipment submitted for addition **must** be under manufacture at the time of submission. All equipment offered and placed for Eligible Entities shall be in excellent working order and produce good, clean images. All equipment will be expected to perform in an efficient manner with a minimum of downtime. The user will report equipment that requires an excessive number of service calls to the OSD Contract Manager for PMT review and possible replacement.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

3.44.4 Supply Additions. Six (6) Months after award of contract, supply items that are new, can be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request can be submitted, twice a year, one month prior to the six (6) month anniversary date of the contract.

To add remanufactured supplies, Contractors **must** submit manufacturer's specifications for the OEM supply item(s) and for the corresponding remanufactured supply item(s) requested to be added. All terms and conditions other than pricing of phased-out items **must** apply to the remanufactured items offered. The price of remanufactured supplies cannot be higher than the price of the equivalent OEM/generic supplies previously offered. Substituted items **must** meet or exceed the performance specification of the phased-out item(s).

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item.

All supply items offered and placed for Eligible Entities shall be in excellent working condition free of defects.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

3.44.5 Authorized Manufacturer Service Additions. Six (6) Months after award of contract, authorized manufacturer lines that are new may be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request of authorized manufacturer service lines can be submitted, once a year, one month prior to the anniversary date of the contract.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

3.45 SUPPLY SPECIFICATIONS

3.45.1 Remanufactured Supplies. Bidders are **strongly encouraged** to offer high quality remanufactured supplies. All Bidders intending to supply remanufactured supplies **must** include a certification on the official letterhead from the manufacturer and/or manufacturer's indicating that the Bidder is an authorized distributor for the Commonwealth. The official letter of authorization must guarantee the following minimum elements:

- The Bidder is a distributor who is authorized to sell and to do business consistent with this RFR statewide for the remanufacturer's supply products,
- The remanufacturer has agreed to supply sufficient quantities of all items to satisfy the supply requirements of this contract, and
- The Bidder has been in business of providing the remanufacturer's supplies for no less than three (3) years preceding the bid due date.

3.45.2 Supply Specifications and Certification. The specifications identified in this section are the minimum standards acceptable under this RFR and any resulting contract.

OEM and Generic Supply Specifications: All new supplies **must** meet the Original Equipment Manufacturer (OEM) standards for performance and quality.

Remanufactured Laser Toner Cartridge Specifications: All components used in the construction of remanufactured cartridges **must** meet OEM standards. All components shall be dismantled and examined for damage and/or excessive wear. These include, but are not limited to:

- Wand (If applicable)
- A new or ultrasonically cleaned corona wire (If applicable)
- PCR Rollers must be new or recoated (If applicable)
- Cartridge must be sealed with a pressure sensitive seal that meets OEM standards; air tested at 2lbs for 30 seconds and leak proof. The seal shall be readily removable by the user at time of installation. Any cartridge that shows evidence of toner leakage through improper sealing shall be termed defective and replaced by the contractor. Hard card seals or equivalent are acceptable when products are hand deliveries.
- OEM drum must be replaced at the time of first cycle of remanufacture. Thereafter drum must be tested and replaced as required due to wear or damage at end of specified duty cycle.
- Wiper blades may be treated to comply with OEM standards and are acceptable for reuse.
- Replace pins, clips foams, doctor blades, mag rollers, felts, etc. as needed
 - Print yield shall be equal to or exceed OEM rating for each cartridge. Yield shall be determined by the use of the standard pattern which features **12% toner coverage**.
 - Serial number/lot number must be visible to the end user.
 - Exterior surfaces shall be thoroughly cleaned, with all traces of old labels, and toner removed entirely.

3.45.3 Supply Packaging. Packaging for all supplies **must** comply with the following specifications:

- Each cartridge **must** be packaged and sealed in a way that would adequately protect it from light, heat, moisture, vibration and static electricity while it is shipped, handled and stored by the Contractor, Eligible Entity and any third party. The packaging will be sealed so its contents are completely protected from the outside elements.
- Packaging **must** be constructed to permit users to re-package empty cartridges for return to contractor.
- It is **desirable** that the cartridge be boxed with a protective cushion (insert) to prevent damage in shipment and that the cushion be made of a material that is accepted by most local recycling programs.
- It is **desirable** that all corrugated packaging contain a minimum of 35% post-consumer recycled content and that the recycled content be displayed on the box.

All supply packages **must** include the following materials:

- All pertinent installation and maintenance instructions,
- Instructions for return of empty cartridges or other supply types including a phone number for resolving issues with supply recycling (where applicable),
- Pre-paid return labels (UPS/Postal Service) (where applicable),
- Test sheets from the final cartridge (for remanufactured laser toner supplies),
- Labels affixed to the carton **must** include cartridge model number and compatible photocopiers (for reference only),
- Name and address of the Contractor and toll free number for access to a technical/customer service representative **must** be visible on carton and cartridge,
- The external carton **must** identify cartridge type (make and model), the vendor's name and it is **highly desirable** that the date of remanufacture and use by date for shelf life and inventory purposes also appear on the external carton.

3.45.4 Supplies Available Only as Remanufactured. It is the intent of the PMT to continue to promote the purchase of remanufactured supplies by Eligible Entities as a sound environmental and economic practice. Pursuant to this goal, the following types of supplies, which are currently excluded from the **OFF06 Statewide Contract** and/or have proven remanufactured cartridges available within the industry, **must** only be sold as remanufactured:

- Supplies for printer models **such as** HP II/III, IV, V and all the following cartridges:

C3903A	C4100X	HP 92274A	Canon 1491A002AA
C3903AG	C4127A	HP 92275A	Canon 1551A002AA
C3906A	C4127X	HP 92291A	Canon 1556A002BA
C3909A	C4127XAG	HP 92294A	Canon 1557A002BA
C3909X	C4127XG	HP 92295A	Canon 1558A002AA
C4027X	C4129X	HP 92298A	
C4072A	C4182A	HP 92298X	
C4092A	C4182X	HP 93398A	
C4096A	C7115X	HP 92298S	

Starting from the first anniversary date of the contract and throughout the rest of its duration, OEM and generic supplies **may be** transitioned a year after a remanufactured alternative for the specific OEM or generic supply becomes available from at least one of the Contractors. The PMT reserves the right to adjust the transition dates based on supply availability, cost and other factors.

3.45.5 OEM/Generic Supply Transition. It is the intent of the PMT to promote the purchase of remanufactured supplies by Eligible Entities as a sound environmental and economic practice. As part of this effort, Bidders that manufacture and/or sell remanufactured supplies **must** inform the PMT of the availability of such supplies and make such supplies available to Eligible Entities by adding them to their contract offering.

After contract award, Contractors intending to supply remanufactured supplies **must**:

- Inform the PMT about remanufactured supplies as those become available;
- Add remanufactured supplies to product offering through the supply addition process described in this RFR;
- Make samples of such supplies and/or independent laboratory performance testing information available to the PMT for testing purposes free of charge;
- Upon the PMT's notification, to discontinue the sale of OEM/generic supplies scheduled for transition no later than the deadline specified by the PMT (no less than 30 days).

When a specific type of OEM and/or generic supply is transitioned, Contractors may choose to substitute it with a remanufactured alternative. If the remanufactured alternative has not been previously added to Contractor's product offering, the Contractors **must** add the product by obtaining approval from the OSD Contract Manager and the PMT through the supply addition process described in this RFR.

3.45.6 Supply Warranty/Performance Guarantee. New, generic and remanufactured cartridges and other supply types **must** have a lifetime warranty (according to shelf life/expiration date). Cartridges and other supply types **must** be free from defects in materials and workmanship and **must** consistently produce copies and/or prints of excellent quality. The Supply Contractor **must** repair, replace or refund any and all cartridges and other supply types, which the Commonwealth deems unsatisfactory.

If the Eligible Entity and the Supply Contractor agree that a supply item has caused damage to the equipment, the Supply Contractor will pay for all costs of repair to return the equipment to operating condition. Upon receipt or determination of a defective supply item, the Supply Contractor shall replace the defective supply item free of charge within 2 (two)-business days, or issue a credit for the next purchase.

Bidders are required to provide a witten policy concerning warranty or guarantee.

3.45.7 Recycling of Supplies. The Commonwealth has established a goal to recycle empty cartridges and other recyclable supply items in order to reduce the volume of these products in the waste stream and to encourage the reuse of such materials. Pursuant to this goal, Bidders **must** offer customers an effective and reliable means of returning all recyclable empty supply items (O.E.M., generic and remanufactured) in accordance with the following **requirements**:

- The method and expense of conducting such supply item returns **must** be the sole responsibility of the awarded contractors and may be conducted by either contractor/subcontractor pick-up, prepaid return shipment label, or both.
- Pick up and deliveries **must** be made during regular business hours and within no more than seven business days of request for pickup.
- Eligible Entities shall be responsible to return empty supply items with insert in the original packaging in which it was received.

After contract award, all contractors **must** at the time of equipment delivery or first supply delivery and then consistently throughout the duration of the contract (also see Supply Packaging):

- Inform Eligible Entities about the procedure for recycling used supply items;
- Provide a phone number for resolving issues with supply recycling.

Bidders **must** also include in their response (complete Attachment 9 and attach supporting documentation):

- The proposed detailed plan for recovering used supply items, which must include:
 - A sample instruction sheets and sample pre-paid freight labels (if a prepaid return shipment label program is offered); or
 - A written statement guaranteeing that the Bidder will pick up used supply items from Eligible Entities (if a contractor pickup program is offered); or
 - A written, signed and dated agreement between the Bidder and a subcontractor describing the recycling program and committing the subcontractor to performing used supply item pick-ups (if the recycling program is offered through a third party), and/or
 - Any other proof that a effective recycling program will be offered.
- Information on :
 - Which cartridges the Bidder is capable of recycling/remanufacturing;
 - Any trade-in allowance offered for each brand;
 - Any criteria which deems a cartridge unacceptable;
- If items are to be hand delivered, include box and other applicable labels;
- Repackaging instructions.

Providing a recycling program for used supply items is a requirement. Failure or refusal to pick up used supply items or inability to successfully resolve a pick up issue may result in a per-incident or other penalty determined by the PMT.

3.45.8 Used Cartridge Trade-In Allowance. Bidders **must** accept all recyclable empty supply items for return (O.E.M., generic and remanufactured). It is **desirable** that Bidders develop incentives or otherwise encourage Eligible Entities to recycle used supplies. However, Bidders are **strictly prohibited** from implementing programs that impose any legal or other restrictions (including restrictions imposed at the time of supply purchase) as to which recycling program/service provider Eligible Entities utilize to send their cartridges for remanufacturing.

It is **desirable** for a Bidder to offer a trade-in allowance, and if offered, it must be indicated in their response (**Attachment 9**). Credit amounts on cartridge and/or other supply type returns will not be deducted until written confirmation of the credit is obtained from the Contractor. Such written confirmation **must** be given to the Eligible Entity within five business days of the Contractor's receipt of the cartridge(s) and/or other supply type(s). Bidders **must** agree to work with OSD and the PMT to determine the most efficient and cost effective means of handling the credit portion of the procurement for all parties concerned.

It is also **desirable** that Bidders develop creative ways of partnering with SOWMBA-certified woman and/or minority-owned businesses in order to provide the collection, transportation and/or remanufacturing of the used supplies.

Bidders **must** also provide in their bid response specific details on how credit amounts will be transferred and communicated to Commonwealth customers. A contractor may reject any empty

cartridge or other supply type for credit if it is cracked, shattered or is otherwise rendered unrecyclable.

3.45.9 Supply Design. Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components of OEM or generic supplies.

Demufacturing / Disposal: It is **desirable** that Bidders offer supplies that is designed in such a way as to facilitate its dismantling and reuse or recycling. It is **desirable** that supplies not contain any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.
- It is **desirable** that all Contractors offer supplies without any impediments for their remanufacturing by third parties.

Additional **desirable** design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Supplies that are assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

3.45.10 Supply Problems. Once a problem is identified or thought to be related to a non-OEM supply item (generic, remanufactured or other), the Equipment Contractor's technician must determine the manufacturer and (if applicable) the lot number of the supply item(s) used. The technician must then provide, in writing, a detailed explanation of the equipment malfunction and how the use of the non-OEM supplies relates to the problem.

The communication along with copies of the three previous service call reports must be faxed to the Supply Contractor within twenty-four hours. This is necessary for the Supply Contractor to evaluate and take corrective action to rectify the problem.

3.45.11 Supply Contractor. The Supply Contractor **must** contact the Supply Manufacturer (if other than the Supply Contractor) and determine if similar problems of this type have occurred in other locations. If it is determined that the specific product batch, lot number or supply model is defective, the Supply Contractor **must** make arrangements with the Supply Manufacturer (if applicable) to replace the product batch, lot number, or supply model in question.

The Supply Contractor also reserves the right, at their expense and with the approval of the OSD Contract Manager, to have a factory-trained independent repair technician evaluate the nature of the complaint and provide a written explanation of how the problem may be resolved. This repair technician's report **must** be made available to the Supply Contractor, the Equipment Contractor, Eligible Entity and the OSD Contract Manager within twenty-four hours of the inspection.

3.45.12 Equipment and Supply Contractors. It is expected that both the Equipment Contractor and Supply Contractor will have taken all necessary steps to ensure the problem is not directly related to end user/operator error. It is also understood that all supplies will be handled and stored properly as detailed on the manufacturer's packaging.

During this process, the Eligible Entity has the option to exercise the Loaner equipment terms and conditions of this contract.

Failure to adhere to the above-specified policies could result in contract termination.

The OSD Contract Manager may remove supplies that cause equipment problems due to poor design or poor quality control from this contract.

3.46 ENVIRONMENTAL SPECIFICATIONS. Bidders **must** complete Attachment 9 and attach any applicable supporting documentation to inform the PMT about their compliance with the environmental specifications.

3.46.1 Energy Efficiency. All equipment **must** be EnergyStar® labeled and comply with all the requirements of the latest version of the Memorandum of Understanding (MOU) between the U.S. Environmental Protection Agency and the equipment manufacturer for their type of equipment unless the equipment qualifies for the special provisions noted below. Applicable MOUs are available online at <http://www.energystar.gov> and can be accessed by opening the “Partner Resources” Section, “Product Specifications” subsection of the site, or directly at:

- http://www.energystar.gov/ia/partners/product_specs/program_reqs/copier.mou.v2.0.pdf for copiers, and
- http://www.energystar.gov/ia/partners/product_specs/program_reqs/MFD.mou.v1.0.pdf for multifunctional devices.

Bidders **must** reference the definitions of copier and multifunctional device provided in the MOUs developed by EnergyStar to determine which set of specifications their equipment **must** comply with. Please note that the direct link and navigation of the site may change. It is the responsibility of the Bidder and, if awarded, Contractor to monitor the changes in EnergyStar specifications.

All equipment sold in this category **must** be delivered with the EnergyStar power management features enabled.

The following special provisions are made for specific equipment types and are in effect until further notice by the OSD Contract Manager and PMT:

- *Sub-Category 1A.* All equipment **must** at a minimum comply with the requirements of EnergyStar Tier One as described in the MOU for copiers.
- *Sub-Categories 1C and 1D.* All equipment **must** have energy-saving features at a minimum including a low-power mode and a sleep mode. It is **desirable** that such features comply with the EnergyStar requirements.

In the event of new EnergyStar specifications being issued, the PMT reserves the right to develop a timetable **mandatory** for all Equipment Contractors covered by such new specifications excluding Sub-category 1A and including Sub-categories 1C and 1D to come into compliance with the new specifications. The span of the timetable will not exceed one year from the date of the issuance of the new specifications. The timetable will include a date after which equipment that does not comply with the new specifications will not be approved as an addition or a substitute for existing equipment on the contract. At the end of the one-year period, sales of all equipment that does not comply with the new specifications will be suspended until it is either brought into compliance or is substituted with compliant equipment. The PMT reserves the right to grant limited-time exemptions for specific equipment models in cases when the Contractor provides documented proof of efforts made to achieve compliance and submits a written plan including a firm date for achieving compliance. Such exemption will not be renewed and its duration will not exceed the compliance date provided in the Contractor’s plan.

3.46.2 EnergyStar® Service and Maintenance. Installation, service and technical support performed as part of the leasing and/or maintenance agreement **must** include the proper configuration of power management features according to the current EnergyStar specifications for that class of equipment and the proper configuration of duplexing features, at the time of service.

Personnel involved in system integration, site customization, equipment maintenance and technical support **must**:

- Ensure that power management and duplexing features remain installed and functional at all times.
- Carry out their services so as to maximize the energy efficiency of the installed product.

- Treat the malfunction of power management or duplexing features as functional failures of the equipment, and **must** diagnose and repair those problems rather than disable the power management features.

3.46.3 Paper and Other Consumables. All equipment **must** be compatible with the use of at least 50% total recycled and 30% post-consumer recycled content paper. Equipment malfunctions may not be blamed on recycled paper.

All equipment 15 cpm and above **must** include duplexing capabilities in their standard configuration (optional for equipment with speeds lower than 15 cpm), and be shipped with a duplexing unit in place and be installed with duplexing set as the default mode.

Warranties and service contracts **must** not preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Service contractors **may not** fault the use of such recycled paper and/or remanufactured supplies for equipment failures, as long as these products are on the contract with the Commonwealth and/or meet the specifications for those products as established by the respective state contracts, unless the process described in the Supply Problems subsection is strictly followed.

3.46.4 Equipment and Supply Packaging. Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is **desirable** that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard) and that the recycled content be displayed on the outside of the packaging,
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials,
- minimizes or eliminates the use of disposable containers such as cardboard boxes,
- provides for a return program where packaging can be returned to a specific location for recycling,
- contains materials which are easily recyclable in Massachusetts.

Additionally, manuals **must** be printed on recycled content paper which meets or exceeds the federal/state guidelines for post-consumer recycled content (currently 30%). It is **desirable** that crates, pallets and, if feasible, boxes and cartons, be reusable and not contain heavy metal inks.

3.46.5 Equipment Design. Upgradability: It is **desirable** that Bidders offer equipment that is easily upgradable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components

Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.

Demufacturing / Disposal: It is desirable that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Avoidance of paints, including metallic paints on any internal or external plastic housings,
- Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

3.46.6 Toxics Reduction. Manufacturer's practices (reduced toxic materials in manufacturing): It is **desirable** that Bidders demonstrate that they and/or manufacturers are actively seeking additional ways of minimizing their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,

- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

It is **desirable** that Bidders demonstrate that the manufacturer of the equipment they intend to supply is making efforts to comply with the European Union’s Directive “Restriction of Hazardous Substances” (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://164.36.253.20/sustainability/pdfs/finalrohs.pdf>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the “Montreal Protocol on Substances that Deplete the Ozone Layer” (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>),
- Selenium, unless equipment can be returned to the manufacturer.

3.46.7 End-of-Life Management. It is **desirable** that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:

- One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,
- Collection of any used equipment by Bidder or subcontractor for reuse or recycling, preferably including provisions to continue recycling operations should a subcontractor no longer be able to perform such activities.

The Bidder **must** make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is **desirable** that Bidders demonstrate that the manufacturer of the equipment they intend to supply is making efforts to comply with the European Union’s Directive “Waste Electrical and Electronic Equipment” (WEEE) (<http://164.36.253.20/sustainability/pdfs/finalweee.pdf>).

3.46.8 Electronic Equipment Emissions. All equipment **must** have ozone emissions no higher than .1 parts per million (8-hour time-weighted average (TWA) exposure as a result of equipment operation at the operator position with the usage rate three times the average in a room with no forced ventilation). Bidders **must** also provide regular servicing of the equipment that includes charging electrodes, activating and/or replacing carbon filters and any other maintenance operations as described in the product technical requirements to ensure compliance with the emission standard above.

3.47 ENVIRONMENTAL PLAN. Bidders **must** agree to work with the PMT after contract award to examine the feasibility of the various aspects of an environmental plan. Such a plan may include, but not be limited to, the following initiatives:

- Implement environmental management systems such as those certified under ISO 14000 (<http://www.iso.ch/iso/en/iso9000-14000/iso14000/iso14000index.html>),
- Manufacture and/or make available to Eligible Entities eco-labeled equipment, supplies and/or accessories certified by third-party organizations such as but not limited to TCO Development

(<http://www.tcodevelopment.com>) and Blue Angel (http://www.blauer-engel.de/englisch/navigation/body_blauer_engel.htm),

- Periodically review and, upon mutual agreement, determine where additional recycled, remanufactured and/or other environmentally preferable equipment, supplies, or other products may be added to the contract,
- Consider the introduction of recycled and/or environmentally preferable products into other operational areas, such as using recycled paper that meets the federal standards for all printing and publishing needs (brochures, advertising, catalogs, etc.), vehicle maintenance (re-refined oil and antifreeze, retread tires),
- Develop a plan to implement collection and recycling of materials at the distributor's facility(ies),
- Work with the PMT to develop and distribute information and/or materials to Commonwealth customers on the vendor's environmental practices and initiatives,
- Distribute contract information to Eligible Entities electronically (e.g. website, E-mail) rather than through printed media.

Bidders **must** attach any applicable supporting documentation to inform the PMT about any of the above-mentioned initiatives that are currently in place.

3.48 EQUIPMENT DEFINITIONS

- A. Analog** – equipment that uses a lens and mirror or fiber optics to reflect light off an original onto the photoconductor.
- B. Automatic Duplexing** - This means the copier can automatically produce two-sided copies; the user does not have to manually reload one-sided copies into the machine to copy the second side.
- C. Digital** – Equipment that uses scanners, either CCD (Charged-coupled device) or CIS (Contact Image Sensor). A CCD scanner uses a series of mirrors and a lens to move the image onto a light-sensitive CCD chip, while a CIS scanner uses a single row of LED sensors that are positioned a millimeter or two below the document along the full width of the scanner.
- D. Equipment** - Equipment authorized by the OSD Contract Manager and PMT as appropriate for Purchase, Term Lease or Rental under the Statewide Contract.
- E. Multifunctional Modes** – Describes which multifunctional modes – copier, fax machine, internet fax, network fax, network printer, PC fax, printer and/or scanner – are supported and whether they are standard or optional.
- F. Manufacturing Status** - The status of the copier can be one of the following: New, Factory-Produced New Model, Newly Manufactured and/or Remanufactured (Category 1A only). New machines are units which have not been used previously and are being actively marketed by the vendor. Factory-Produced New Model is equipment that has been converted to new model status, which maintains features and/or functions of the previous model and adds new features and/or functions not available on the previous model. The Factory-Produced New Model has been disassembled to a predetermined standard, and manufactured to new model status. Factory-Produced New Model equipment is given a new serial number. Newly Manufactured is equipment that has been assembled for the first time from new parts (it may contain some reprocessed parts or components that meet new parts or components performance standards). Remanufactured copiers undergo extensive refurbishing after a period of use before they are offered for resale or rental. With remanufactured equipment, the features, functions and model number remain the same.
- G. OEM** - Original Equipment Manufacturer. Indicates the name of the actual manufacturer of the equipment.
- H. RADF (Reversing Automatic Document Feeder)** - is a device that automatically inverts two-sided originals for copying of the second side. Enables machines with duplex trays to perform duplex copying.

- I. **SRP (USA; Canada)** - The current suggested retail price of the equipment, in the United States and Canada, as established by the manufacturer.(excluding options).

3.48.1 Equipment Feature Definitions

- A. **Controller** - A device that allows the copier to require an ID or access code before copying can begin. The controller can track the copier usage for each code and the key operator can set copy limits and/or reset the usage data for each code. Some controllers also feature a printer that prints usage summaries or an interface so that data collected can be exported to another device, such as a personal computer.
- B. **Dual Line** - Fax machines that offer two fax lines enable users to send or receive faxes on two phone lines simultaneously, doubling users' fax capability. While one line is transmitting documents, faxes received on the second line are temporarily stored in memory.
- C. **Duplex Faxing** - The process of scanning, collating, and transmitting double-sided originals. After scanning one side of a set of two-sided documents, unit prompts users to turn set over so other side can be scanned; document is received collated.
- D. **Energy Star®** – a program created by the U.S Environmental Protection Agency (EPA) and the U.S Department of Energy (DOE) to promote the purchase of energy efficient equipment. EnergyStar features (also referred to as energy saving or power management features) are specified in the Memoranda of Understanding (MOUs) between the EPA and equipment manufacturers. Such specifications include but are not limited to such equipment characteristics as energy saving features available and power consumption limits for each equipment modes. Compliance with EnergyStar specifications implies compliance with **all** the requirements set in the most current MOU.
- E. **File Management Software** - When available, indicates whether an image-file management software program is provided standard or as an option, and if so, the name of the program. File management capability, which lets users organize image files created via scanning (or by receiving faxes electronically), often by creating a software-screen metaphor for physical file cabinets, drawers and folders, may also be part of a program that provides PC faxing or scanning capabilities.
- F. **Memory** - Also called RAM (Random Access Memory); temporarily stores data inside a copier or controller. Chips can be purchased that allow the user to increase the amount of memory to improve performance.
- G. **Network Interface Card (NIC)** - A network interface card physically connects a device to a network, controlling the flow of information between the network and the device.
- H. **Platen** - The platen is the plate of glass upon which an original document is placed for copying or faxing. There are two types of platens. The "moving" platen operates, whereby the exposure glass moves from side to side, carrying the original over the optics. The "stationary" platen method functions in a manner that the exposure glass remains stationary while an internal scanning device moves from side to side to copy the original.
- I. **Print Controller** - A device that when added to a copier allows for printing over a computer network.
- J. **Scan-To-E-mail** - Once an image has been scanned to a file format, this feature allows a user to send the file to an e-mail address. The answers in this field indicate whether the unit has the ability to scan a document and distribute the scanned image via e-mail.
- K. **“Smart Chips”** - Any computer code or any other design element that would:
- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
 - Permit access to the equipment to cause disablement or impairment.

3.48.2 Additional Energy Star Definitions

- A. A. Low-power/Sleep Mode** – The condition that exists when the product is not producing hard copy output or receiving hard copy input and is consuming less power than when in a standby mode. In the transition from Sleep Mode to Active Mode, there may be some delay in the production of hard copy output, however there shall be no delay in the acceptance of information from a network or other input sources. The product enters this mode within a specified time period after the last hard copy output was produced. To measure equipment energy consumption in the low-power mode bidders **must** utilize the standard methods included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.
- B. Off Mode** – The condition that exists when the machine is connected to an appropriate electrical source and a user has manually turned off the power switch on the product. This condition, in some products, may also be reached through an automatic shut-off switch that is internal to the product. When measuring power in this mode, control equipment for remote servicing can be excluded. To measure equipment energy consumption in the off mode bidders **must** utilize the standard methods included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.
- C. On/Standby Mode** - The condition that exists when the product is not producing hard copy output or receiving hard copy input and is consuming less power than when producing such output or receiving such input. The transition from Standby Mode to Active Mode should cause no noticeable delay in the production of hard copy output. To measure equipment energy consumption in the on/standby mode bidders **must** utilize the same standard methodology as that used for the low-power mode with one modification - all automatic power-down features should be disabled for the duration of the test. The methodology is included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.

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CATEGORY 1

PART III - COST REQUIREMENTS

3.49 TAX EXEMPTION. The Eligible Entity and the Commonwealth certify that the equipment to be acquired under this Statewide Contract will be used for necessary governmental purposes and will be exempt from all taxes presently assessed and levied with respect to personal property. Therefore, all invoices and contract documents must not include a sales tax entry. In the event the use, possession or acquisition of the equipment is found to be subject to taxation or other governmental charges, the Eligible Entity will pay such taxes or charges.

3.50 PRICE OF EQUIPMENT. All equipment, accessories and service/maintenance pricing information **must** be entered on the applicable Equipment Cost Sheet (**Attachment 1A through 1E**). All bidders must complete an individual cost sheet for each piece of equipment offered within each volume band. Equipment bids **must** be stated in terms of purchase price, lease, and rental prices.

The net cost on each cost sheet should reflect the percentage (%) off discounts off of suggested retail prices presented on each **Attachment 1A through 1E** for the minimum specified equipment, equipment accessories, network accessories, equipment parts and consumable supplies.

Outright Purchase, Term Lease and Rental costs for each proposed model submitted **must** include the following:

- Minimum Standard Configuration (see Part 3 Technical Specifications and Equipment Cost Sheet (**Attachment 1A through 1E**))
- Minimum of **6-month** Equipment Warranty Period
- Bidders are required to include a startup set of supplies **for all equipment**. These **startup supplies must include 3 each toners, for color equipment 3 toners of each color, 1 each developer, if necessary, and 5,000 each staples upon initial delivery of the equipment.**

All equipment costs **must** not include service/maintenance or supply costs. All costs must include all custom duties and charges and be net F.O.B. destination including installation, operational instruction/training of personnel, and one complete copy of the instruction manual.

3.51 SERVICE/MAINTENANCE PRICING. All maintenance plans **must** be completed as detailed on **Attachments 1A through 1E**

The following items are included but not limited to in all full service maintenance agreements:

(1) All parts, (2) Labor, (3) Preventive Maintenance.

3.52 EQUIPMENT SUPPLY PRICING. Pricing for equipment supplies **must** be submitted on **Attachments 1A through 1E**. All bids must include a Manufacturer's Dated Price List, a percent discount and net prices. The Dated Catalog that will be used for the first 24 months must be submitted as part of your response. The percentage (%) off will remain firm for the term of the Contract and the Dated Catalog may be updated yearly on the anniversary date after the initial 24-month term.

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CATEGORY 1

PART IV - EVALUATION METHODOLOGY

3.53 EVALUATION AND AWARD OF CONTRACT. Responses will be evaluated and awards made which will represent "The Best Value to the Commonwealth of Massachusetts." Awards will be made based on, but not limited to:

- Total Cost of Ownership for Equipment (Equipment Costs, Service/Maintenance Costs and Supply Costs.) (**Attachment 1A through 1E**)
- Authorized Sales & Service Reseller Information (**Attachment 5**)
- Affirmative Market Partnerships
- Environmental Initiatives
- Business Specifications
- Desirable Specifications

The Commonwealth of Massachusetts will make the following maximum limited multiple number of awards per category and sub-categories as detailed below;

Category and Sub-Category	Maximum Number of Awards
Category 1, Sub-Category 1A	3 Awards
Category 1, Sub-Category 1B	5 Awards
Category 1, Sub-Category 1C	5 Awards
Category 1, Sub-Category 1D	5 Awards
Category 1, Sub-Category 1E	3 Awards

The Commonwealth reserves the right to render more or less than the identified maximum number of awards in a particular category(ies) and/or sub-categories in the event that the Commonwealth's needs are not sufficiently covered by the awarded qualified Bidders. During the first year, the PMT reserves the right to, without duplication of manufacture brand and subject to the Bidders acceptance, to award additional Bidders in the order of the evaluation scores. The Bidder **must** accept all the terms and conditions of the RFR with the contract term concurrent with the original contract term. If more than a year has past or the original list of Bidders is exhausted then the PMT and OSD Contract Manager reserve the right to allow an open enrollment period during the contract term for one or more categories and/or sub-categories.

SECTION 3
CATEGORY 1

PART V - PERFORMANCE REQUIREMENTS

3.54 INTRODUCTION. The Commonwealth is endeavoring to deliver the best value Contract to facilitate the needs of our customers. However, it is important to measure the Contractor's performance to ensure that the Contract is in compliance with what has been requested and what the Contractor has offered in this RFR. The Commonwealth recognizes that it is important to establish a partnership with the Contractor but the Commonwealth must put in place performance requirements to safeguard and ensure Contract performance.

3.55 PERFORMANCE MEASUREMENTS. The PMT has established the following criteria to monitor bidder performance for this contract. The measurement will be satisfactory or unsatisfactory. The following sections of specific performance areas will be subject to measurement:

3.55.1 Customer Satisfaction. It is required that the Contractor maintains customer satisfaction in the following areas:

- Customer Service: Include but not limited to timely response to shipping or billing inquiries. Service response by technicians as detailed in the RFR.
- Sales Support in presenting the contract terms and conditions including accurate price quotes to an Eligible Entity.
- Technical Support for equipment and network support

3.55.2 Equipment Performance. In the event that any equipment is inoperative due to equipment failure, through no fault or negligence of the Eligible Entity, and the total number of hours of downtime exceeds five percent (5%) of the total productive use of time for three consecutive calendar months, the Eligible Entity reserves the right to require a Contractor to replace the equipment or terminate the order with no termination or removal charges being assessed to the Eligible Entity. The Contractor will be notified in writing of the deficiency. After such notice, the Contractor must remove and replace the defective product(s) within ten (10) business days, at no cost to the Eligible Entity. Failure to respond in good faith may result in termination of the contract.

The effectiveness level for any equipment is computed by the formula: subtract the total number of downtime hours divided by the total productive time in the month. Total productive time shall be computed by multiplying 8 hours per day by the number of business days in the month (weekends, Federal and State Holidays excluded). Bidder shall supply a complete repair history on an as needed basis to the Commonwealth Eligible Entity using the equipment.

It is understood that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the Commonwealth.

3.55.3 Replacement of Unsatisfactory Equipment. Any Contractor shall grant a credit to the Eligible Entity for any equipment, which fails to perform at an effectiveness level of ninety five percent (95%) during any month, or out of service for more than three consecutive days. The purchase option credits for the replacement equipment shall be not less than the credits accrued from the date of installation of the original equipment, regardless of whether the replacement is made at the request of the Eligible Entity or for the convenience of the contractor.

3.55.4 Report Compliance. Awarded Contractors will be required to satisfy all reporting requirements within this RFR in the agreed format on a semi-annual basis and/or as requested.

3.55.5 Affirmative Market Program Compliance. Commitments made by each of the awarded bidders will be monitored and incorporated in each bidder's performance measurement criteria. Measurement criteria are to be determined according to each individual bid proposal.

3.55.6 Account Manager. It is required that the Contractor's Account Manager facilitates the needs of this Contract. The Contractor must replace an Account Manager when requested by the OSD Contract Manager. The OSD Contract Manager, in concert with the PMT, will monitor the performance of the Contractor(s) on an ongoing basis.

3.55.7 Complaints. It is required that Contractors accept the provisions of this RFR in its entirety. Complaints may be generated and submitted in writing to the Contractor Manager by Eligible Entities and other bidders.

The OSD Contract Manager and PMT may also submit complaints in writing to contract bidders for immediate resolution pertaining to any condition of compliance with contractual provisions.

Immediate attention and resolution given to complaints and the number of complaints filed will be the criteria used for measuring performance in this section.

3.56 UNSATISFACTORY PERFORMANCE REMEDIES. Failure to maintain a satisfactory rating yearly or per written incident will result in a negotiated penalty between the OSD Contract Manager, PMT and Contractor. The following is a list of penalties for unsatisfactory performance which the OSD Contract Manager and the PMT may utilize dependent upon the degree of unsatisfactory performance. This list is only an example and does not limit the OSD Contract Manager and PMT from creating additional penalties more appropriate for the individual situation.

- Free Service maintenance for the Eligible Entity(ies) affected by the unsatisfactory service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor.
- Free Supplies for the Eligible Entity(ies) affected by the poor service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor
- Service value credit per incident, per piece of equipment for non-performance.
- Suspend the Contractors ability to sell equipment in one or more categories.
- Terminate the Contractors contract in one or more categories.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.

Contractor performance will be measured on an annual basis or as determined by the OSD Contract Manager and PMT. If a Contractor has not performed as required by the contract terms and conditions, action shall be taken to determine contract suspension, extensions and/or contract termination. Satisfactory performance rating is one element utilized in the decision process for renewals.

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CATEGORY 1

PART VI - SUBMISSION REQUIREMENTS

Bidders must submit one (1) original hard copy signed in **blue ink** and three (3) copies of the response of which one of the copies must be sent directly to the Buyers Laboratory, Inc. as indicated in section 2.11.1. It is **desirable** that a copy of your cost **Attachments 1A through 1E** be submitted on 3.5" diskette in the appropriate Excel File, along with all the appropriate mandatory forms as indicated within the Request for Response. Please submit your complete bid submission to the following contact and address:

Robert Guerard
Procurement Team Leader Office Recreational and Educational Supplies and Services.
Operational Services Division, 10th Floor, Room 1017
One Ashburton Place, Boston, MA 02108-1552

- All responses **must** be submitted in a sealed envelope clearly marked with “**RFR #OFF16**”, the **due date and the time on the face of the outer mailing envelope**.
- Bidders must include a letter of intent, as the cover to the bid submission, detailing the Category(ies) and Sub-Category(ies) being submitted for evaluation.
- Bidders must then submit **all** the necessary **attachments** in alphabetical order by Category and Sub-Category. Include all necessary equipment specifications behind each cost sheet attachment.
- The executed **Standard Contract Form must** be signed by the authorized signatory.
- The following required forms referenced below **must** be downloaded from Comm-PASS website and submitted by all Bidders. If a Bidder is going to bid multiple categories, the Bidder is required to submit one (1) original signature, signed in **blue ink**, set provided the information is appropriate for all categories bid. The Affirmative Market Plan Form is the only form that would need to be submitted multiple times if the AMP Plan is different for each category or individual partnership.

These forms are available at [OSD Forms](#):

- [STANDARD CONTRACT FORM](#)
- [COMMONWEALTH OF MASSACHUSETTS TERMS AND CONDITIONS](#)
- [VERIFICATION OF TAXATION REPORTING INFORMATION \(W9\)](#)
- [AFFIRMATIVE MARKET PLAN FORM](#)
- [AFFIRMATIVE ACTION PLAN FORM](#)
- [CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM](#)
- [AUTHORIZATION FOR ELECTRONIC PAYMENT BY INTERNET \(LINK\)](#)
- [NORTHERN IRELAND NOTICE AND CERTIFICATION FORM](#)
- [PROMPT PAYMENT DISCOUNT FORM](#)
- **All additional Attachments can be found under a separate file on Comm-PASS where the [Request for Response #OFF16](#) is located.**
- Bidders **shall not** include in their response original or in the extra copies, the text pages of this document (e.g. pages 1-18), but include only the completed Cost Attachments in alphabetical order for those Categories being bid, along with all other appropriate Attachments in alphabetical order and any applicable documentation.
- In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all bids **must** be submitted on recycled paper, with a minimum post-consumer content of 30% and be indicated accordingly on at least one prominent page. All copies should be printed double sided. Unless absolutely necessary, all copies should minimize or eliminate use of non-recycled or non re-usable material such as plastic report cards, plastic dividers, vinyl sleeves and GBC binding. Three ring binders, glued materials, paper clips, paper dividers, and staples are acceptable.

SECTION 4
CATEGORY 2

PART I - BUSINESS SPECIFICATIONS

4.1 INTRODUCTION. All specifications in this section apply to all bidders for equipment, supplies and service who receive an award resulting from this RFR. The responses, as submitted, **must** meet or exceed all of the specifications contained within this RFR. All bidders **must** meet the minimum levels of specifications within this RFR. If the bidder can exceed the minimum requirement, **evaluation** points **may be** accessed, per specification, depending on the level of added value. This may contribute to the overall evaluation of a bidder's performance.

4.1.1 Years in Business. All Bidders **must** have been in business for at least three (3) years preceding the release date of the RFR. Points **may** be awarded based upon the number of years in business greater than three (3) years.

4.2 AUTHORIZED SALES & SERVICE RESELLER INFORMATION. (Attachment 5) The bidder **must** provide the PMT with the current number of authorized sales support, service technicians and customer support personnel that would be utilized in support of the contract statewide. If an OEM Manufacturer is utilizing authorized dealers for coverage statewide the Manufacturer **must** indicate which County(ies) the authorized dealer will support for sales, service and customer support utilizing Attachment 5. The OSD Contract Manager and PMT may require an updated Attachment 5 at anytime during the term of the contract.

4.3 DELIVERY. Contractor(s) **must** be able to deliver equipment, supplies and have service available statewide.

The Contractor(s) shall furnish equipment within fifteen (15) to twenty (20) business days after receipt of written order or a delivery time mutually agreed upon by the Eligible Entity and the Contractor. Contractors **must** notify the Eligible Entity in advance of delivery of equipment so that the Eligible Entity can make necessary delivery and installation arrangements. Delivery of Category 2 start-up supplies **must** be made upon delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the Eligible Entity in reference to a Purchase Order Number. If there is a discrepancy between the purchase order and what is listed on the contract, it is the Contractor's obligation to seek clarification from the Eligible Entity and, if necessary, from the OSD Contract Manager.

All deliveries and installation work shall be performed during regular working hours, usually 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. Changes thereto may be granted with written approval of the Eligible Entity. Any delivery required to be performed after working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations and agreeable to both the Contractor and the Eligible Entity, shall be performed without additional expense to the Commonwealth. The Contractor shall obtain prior approval from the Eligible Entity for performance of work after regular working hours or non-regular workdays at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of delivery, and in accordance with good commercial practice. **If installation is required**, Contractors will be responsible for the removal of all package material from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to show the name of the Contractor/Manufacture's, name and address of receiving Eligible Entity and Purchase Order number.

Equipment provided **must** be strictly in accordance with those contained in contract award. Eligible Entities are authorized to order and Contractors are authorized to ship only those items approved and on contract. If a review of orders placed by any Eligible Entity reveals that items other than those

approved and on contract has been ordered and delivered, the OSD Contract Manager will take such steps as are necessary to have the items returned by the Eligible Entities, regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Violation may result in the suspension of the offending Contractor for a period determined by the OSD Contract Manager and PMT.

4.3.1 Equipment Confirmation Form. The Eligible Entity and the Contractor must complete the equipment confirmation form prior to issuing an order. Contractors **may not** require an Eligible Entity to execute any additional documents or paperwork for an outright purchase, term lease or rental. Any additional documents or paperwork executed by an Eligible Entity and/or Contractor will be considered void.

4.4 INSTALLATION. If installation is required by an Eligible Entity, Contractor(s) **must** be able to provide installation for all equipment statewide. If an Eligible Entity does not require installation then the Eligible Entity **must** be able to deduct the line item cost for installation from the specific equipment cost sheet. Contractor(s) **must** agree, if requested, to install and have equipment ready to operate, pursuant to the manufacture's installation policy, within thirty (30) days of delivery or within an agreed upon timeframe agreed to in writing by the Eligible Entity and the Contractor.

If the Eligible Entity requests installation the Contractor **must** affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment. If installation is not requested by the Eligible Entity, the Contractor **must** supply the Eligible Entity with a label or a decal, at time of delivery, showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty services of the equipment.

If installation is required, it will be the Contractor's responsibility prior to delivery, to survey and review the particular installation location to ensure the existing proposed location meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the ordering Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

In the event that a mutually agreeable location for the equipment, meeting the manufacturer's established installation criteria, is not available, the Contractor must not deliver the equipment and will request the Eligible Entity to cancel the order with no further obligations. Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with a delivery location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.

All equipment sold in this category **must** be delivered (and, if necessary, installed) with the EnergyStar or similar power management features enabled. All equipment with duplexing capabilities **must** be delivered and installed with duplexing set as the default mode.

If an Eligible Entity does not need installation services from the Contractor then the Eligible Entity will be responsible to install the equipment. The Eligible Entity **must** indicate on the equipment confirmation form whether installation is required or not upon delivery.

4.5 TRAINING & TECHNICAL SUPPORT SERVICES. If necessary and requested, upon delivery and installation of specified equipment, Contractors and/or authorized reseller **must** agree to provide basic operational training to personnel designated by the Eligible Entity. If specific technology training is necessary to operate the equipment on a network the cost of the training can be negotiated between the Eligible Entity and the Contractor. If basic operational training is not requested upon delivery, the Eligible Entity **must** be able to deduct the line item cost for training from the specific equipment cost sheet.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Eligible Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractors equipment.

Any such training performed upon delivery or at any point throughout the duration of the contract **must also** include information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, extent to which any supplies and other packaging may be returned to the contractor for recycling, remanufacturing, and the environmental and economic benefits of these features. It is **desirable** that Bidders develop a fact sheet and/or brochure to leave with Eligible Entities concerning these environmental and other training issues.

4.6 SERVICE MAINTENANCE FOR PURCHASED OR TERM LEASE EQUIPMENT. The Bidder **must** offer both time (hourly rate) & material costs as well as a yearly costs which includes all materials necessary to repair and maintain equipment for **both 4-Hour and Next Day Service Response Plans** as detailed below. Please indicate all service plan costs on the appropriate cost sheet attachment.

The Contractor **must** respond within two **(2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment. Transportation expenses **will not** be reimbursed by the Eligible Entity and for those Eligible Entities who select the time and material maintenance option the “clock” starts when the service technician arrives at the proper location where the equipment is located and in need of service.

If the Eligible Entity selects service, the Eligible Entity may select from one of the following options:

4.6.1 4-Hour Service Response Plan. Contractor **must** send a qualified service technician to repair the equipment within four **(4) hours** of the service call and **must** repair the equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through Friday, Weekends and Holidays).

4.6.2 Next Day Service Response Plan. Contractor **must** send a qualified service technician to repair the equipment within the **next business day** of the service call and **must** repair the equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through-Friday, Weekends and Holidays).

4.6.3 Additional Service Requirements for 4-Hour and Next Day Response Plans. Drum replacement, toner collection bags or any items that need to be maintained by a service technician are to be included and considered part of the full service maintenance plan, and **must** be replaced at no charge to the Eligible Entity. Routine consumable supplies **shall be** billed separately from service payments.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.

- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

4.7 SERVICE MAINTENANCE OF RENTED EQUIPMENT BY CONTRACTOR. All maintenance, repairs, labor and parts necessary to keep Rented equipment in good working order shall be the responsibility of the Contractor as part of the Rental at no additional expense to the Eligible Entity. If the Rented equipment includes licensed software, the Contractor shall provide software support as specified in this RFR. The Contractor must respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment. For the purposes of this section, the two hours shall begin to run from the time the Eligible Entity “places” the service call, which shall be the time a telephone call is received by Contractor service personnel directly, the time a fax is confirmed received or the time of a service call message left on an answering service.

The Contractor **must** send a service technician to repair the equipment dependent upon which level of service, **4-Hour or Next Day Service**, the Eligible Entity has selected, as described in **Section 4.6**, when agreeing to the rental of equipment.

All return service calls and on-site responses shall be made during Eligible Entity business hours. Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hour Service (after 5:01 P.M. E.S.T. Monday-Friday, Weekends and Holidays).

Drum replacement, toner collection bags or any items that need to be maintained by a service technician are to be included and considered part of the rental, and must be replaced at no charge to the Eligible Entity. Routine consumable supplies shall be billed separately from Rental Payments.

Deductions of rental charges will be made on the basis of 1/30th of the monthly rate for each day the equipment is inoperative after the allowable time for repair or replacement.

4.8 LOANER EQUIPMENT. Eligible Entities have the option to exercise the request for loaner equipment if the existing downed equipment necessitates off-site repair. The loaner equipment **must** be of comparable or better production capability and **must** be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training **must** be completed within eight (8) business hours from the time a service technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity.

4.9 SECURITY DEPOSIT OR ADDITIONAL INSURANCE. A Contractor **may not** charge an Eligible Entity a security deposit or additional insurance for any commodity or service under this Statewide Contract.

4.10 EQUIPMENT AND CONTRACTOR WARRANTIES. Contractors **must** provide a minimum of **12-month warranty** that includes all parts and labor on all equipment on Contract. It is **highly desirable** that Contractors offer a **warranty period** greater than the minimum at no additional cost. All manufacturer warranties will be passed through and shall be available to the Eligible Entity. A Contractor hereby irrevocably appoints a contracting Eligible Entity its agent and attorney-in-fact during the Term Lease or Rental Term of every item of equipment, so long as the Eligible Entity shall not be in default hereunder, for the sole purpose of asserting from time to time whatever claims and rights, including warranties of the Equipment, which the Contractor may have against the manufacturer of the equipment. Rented equipment may be new, used or remanufactured. However, if the rented equipment is used or remanufactured, the rented equipment shall meet all manufacturer’s published performance standards, and all other performance standards in this RFR.

4.11 USE OF THE EQUIPMENT. Eligible Entities will not install, use, operate or maintain the Purchased, Leased or Rented equipment under this Contract improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Contract. Eligible Entities shall provide all permits and licenses, if any, necessary for the installation, operation and use of the equipment. Where an Eligible Entity is required to or exercises any right that it may have to return any item of equipment under the terms and conditions of this Contract, the Eligible Entity shall return the equipment in a condition which will permit the Contractor to be eligible for the manufacturer's or supplier's standard maintenance contract without incurring any expense to repair or rehabilitate the equipment, normal wear and tear for the term of the Term Lease or Rental is excepted. An Eligible Entity shall keep the equipment acquired under this Contract through Term Lease or Rental free from levies, liens and encumbrances.

4.12 RELOCATION OF EQUIPMENT. If necessary, an Eligible Entity will not move or relocate Contractor installed equipment without prior notice to and approval by the Contractor, which shall not be unreasonably withheld. The Contractor and Eligible Entity shall negotiate whether the Eligible Entity or Contractor shall move the equipment, provided however, that the Contractor's approved movement of the equipment by the Eligible Entity shall not void or affect any warranties or other responsibilities of the Contractor under this Contract. The Eligible Entity shall be responsible for any costs for restoring the equipment to its original performance including payments to the Contractor if the Contractor requires performance of on-site installation. The Contractor can not charge an Eligible Entity for costs associated with relocation, reinstallation and confirmation that the equipment is operational if the relocation is located within the Eligible Entities same facility/complex. The Contractor may negotiate with the Eligible Entity for costs associated with relocation of the equipment, reinstallation and confirmation that the equipment is operational for relocation outside the Eligible Entities facility/complex. The following are some examples of costs that are negotiable between the Eligible Entity and Contractor: special rigging needed for relocation delivery, stairway delivery for a location with no elevator access for relocation. The Eligible Entity shall not be responsible for damage caused by the Contractor during relocation of the equipment by the Contractor and the Contractor shall be responsible for any additional costs associated with restoring the equipment to its original performance. Costs for relocation of equipment must be paid for separately by the Eligible Entity as an additional service cost.

4.13 PERSONAL PROPERTY, USE AND INSPECTION. All Term Lease or Rented equipment under this Statewide Contract shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may be, or may hereafter become, in any manner affixed or attached to real property. A Contractor hereby covenants that its agents and assignees, will not interfere with all Eligible Entity's use of the equipment during the Term Lease or Rental so long as the Eligible Entity is not in default under a Term Lease or Rental. A Contractor shall have the right by appointment at a reasonable time during business hours to enter into and upon the property of an Eligible Entity for the purpose of inspecting the equipment.

4.14 TITLE, LIABILITY, RISK OF LOSS AND INSURANCE. An Eligible Entity shall not hold title to equipment under a Term Lease or Rental. The Contractor (and its insurers, if any) shall bear all risk of loss to the equipment. The Contractor shall hold title to all items of equipment and be fully responsible for the risk of loss and insurance costs for any loss, damage or liability associated with the equipment. The Eligible Entity shall be liable for loss or damage to the equipment due to the negligence of the Eligible Entity, theft by a state employee or for damage due to nuclear reaction, nuclear radiation or radioactive contamination arising out of the use by an Eligible Entity of radioactive materials. The Commonwealth is self-insured and an Eligible Entity shall not be obligated to purchase separate insurance for any Term Lease or Rental. Limitations of liability contained in any documentation submitted by a Bidder or a Contractor under this RFR or under any Term Lease or Rental executed by an Eligible Entity shall be deemed void.

4.15 REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT. The Contractor agrees that all Outright Purchase, Term Lease or Rented Equipment shall be operational and perform in accordance with standard equipment performance specifications and warranties for the equipment.

The Contractor also agrees that since the equipment purchased, Leased or Rented is essential for Eligible Entity operations, that neither an Eligible Entity nor the Commonwealth will have any obligation to continue to pay Term Lease or Rental payments for defective Equipment that can not be repaired or replaced by the Contractor within the required periods outlined in this RFR.

Contractors shall repair any defective equipment in accordance with standard performance specifications and warranties for that equipment. Contractors shall be responsible for all repair and equipment defects and failures during the term of the Term Lease or Rental. In addition to this coverage, all equipment shall be covered by the manufacturer's standard warranties for that equipment. If the equipment cannot be repaired within the required periods outlined in this RFR, the Contractor shall immediately replace the equipment with identical or comparable equipment. The Contractor shall be responsible for all transportation, shipping, delivery, installation costs and other costs associated with the replacement of defective equipment. The Contractor may not charge a fee, penalty or increase the Term Lease or Rental payments for replacement of defective equipment with identical or comparable equipment. If the equipment replacement must be different equipment due to a defect in the model of the original equipment, then it is the responsibility of the Contractor to honor the original Term Lease, Rental or Purchase cost of the original equipment. The Contractor is required to deliver the "Startup" Supplies defined in this RFR as well as provide a credit and pick-up for the supplies purchased for the prior defective equipment.

If the Contractor is unable to provide identical or comparable replacement equipment for the defective equipment within a reasonable time, the Eligible Entity may terminate the Term Lease or Rental and negotiate the Term Lease or Rental of Equipment from another Contractor. The Contractor shall be obligated to remove the defective equipment at no cost to the Eligible Entity. The Contractor may not penalize the Eligible Entity, accelerate Term Lease or Rental payments or make any additional charges for the termination of a Term Lease or Rental of defective equipment that cannot be repaired or replaced by the Contractor.

Equivalent loaner equipment of comparable or better production capability **must** be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training **must** be completed within eight (8) business hours from the time a service technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity.

4.16 UPGRADE OR REPLACEMENT OF NON-DEFECTIVE EQUIPMENT DURING PERIOD OF TERM LEASE OR RENTAL. During the period of a Term Lease or Rental an Eligible Entity and the current Contractor may negotiate an upgrade to or replacement of equipment with a newer model, higher performance or equipment better suited to the Eligible Entities business needs. The Eligible Entity shall not be charged any penalties, an acceleration of Term Lease or Rental fees, or other charges for a negotiated upgrade or replacement of contract equipment. If there is a balance on the term lease or rental of the current equipment prior to an upgrade or replacement request, the Eligible Entity and the current Contractor must negotiate the "buyout" cost that would be incorporated in the term lease or rental payment of the upgrade or replacement equipment. If all parties agree to the "buyout" costs and the "buyout" costs are depicted on the equipment confirmation form of the upgrade or replacement equipment then it is accepted. The removal of the existing equipment and the delivery of the upgrade or replacement equipment will be at no charge to the Eligible Entity.

The Eligible Entity and the current Contractor **may not** negotiate (even if requested by an Eligible Entity), as part of a Term Lease or Rental, for an "option" for an upgrade or replacement which requires the Eligible Entity to pay a higher Term Lease or Rental price or a premium for the availability of the "option" during the Term Lease or Rental Term than the Eligible Entity would have paid without the option. Failure of the current Contractor to adhere to this requirement shall be considered a material breach and the current Contractor shall be required to reimburse to the Eligible Entity or the Commonwealth any amounts paid for such an option that exceeded the amount of the Term Lease or Rental payments without such an option.

4.17 MODIFICATION OR ALTERATION OF EQUIPMENT BY ELIGIBLE ENTITY. Upon prior written approval of the Contractor, an Eligible Entity shall have the right at its own cost and expense (which may be included under the Term Lease or Rental) of making additions, modifications or improvements to the equipment which will be included under the terms of the Term Lease or Rental as part of the equipment, provided, however that:

- such remodeling, additions, modifications or improvements shall not in anyway damage the equipment, cause the equipment to be used for purposes other than those authorized under the constitutional provisions and laws applicable to Eligible Entity, or adversely affect the Contractor's title to, or the validity or perfection of any security interest of the Contractor in, the Equipment; and
- the equipment, as improved (or altered upon completion of remodeling, additions or modifications made) shall be of a value not less than the value of the equipment immediately prior to the remodeling or the making of such additions, modifications or improvements; and
- an Eligible Entity may not permit any mechanic's or other lien to be established or remain against the equipment for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications or improvements so made by Eligible Entity or for any other reason without the Contractor's prior written consent; and
- the equipment warranties on the original equipment must remain valid and;
- the Eligible Entity and Contractor shall renegotiate any modifications to the Term Lease or Rental payment amounts to reflect the additions, modifications or improvements.

4.18 PROHIBITION OF TERM LEASE RENEWALS AND RETURN OF EQUIPMENT AT END OF TERM. At the termination of a Term Lease the Term Lease **may not** be renewed or otherwise extended under its original terms and rates. In the rare event that a Term Lease needs to be extended for any reason, the Contractor and Eligible Entity **must** renegotiate a short term, Term Lease that reflects the depreciated value of the equipment. A Contractor's renewal of a Term Lease, even at the request of an Eligible Entity, without re-negotiation and reduction of the Term Lease price shall be considered a material breach by the Contractor and the Contractor shall be obligated to reimburse the Commonwealth for all Term Lease payment amounts made by an Eligible Entity which exceed the amounts that would have been charged under a re-negotiated and reduced Term Lease. It is presumed that all Term Leases negotiated under this RFR are temporary and that all Leased equipment will be returned at the end of the Term Lease. It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

4.19 PROHIBITION OF RENTAL RENEWALS AND RETURN OF EQUIPMENT AT END OF TERM. At the termination of a Rental Term which has run a maximum of six (6) total accrued months, that Rental **may not** be renewed or otherwise extended under its original terms and rates. In the rare event that a Rental Term needs to be extended for any reason, the Contractor and Eligible Entity must renegotiate the Rental as a short term, Term Lease which reflects the value of the equipment, and which represents a reduced rate as compared to the Rental rate. A Contractor's renewal of a Rental Term past the maximum of six (6) total accrued months, even at the request of an Eligible Entity, without re-negotiation and reduction of the Rental price to a short term Term Lease price shall be considered a material breach by the Contractor and the Contractor shall be obligated to reimburse the Eligible Entity for all Rental payment amounts made by an Eligible Entity which exceed the amounts that would have been charged under a re-negotiated short term, Term Lease. It is presumed that Rentals negotiated under this RFR are temporary and that all Rented equipment will be returned to the Contractor at the end of the Rental Term. . It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the

equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

4.20 OUTRIGHT PURCHASE OF TERM LEASE EQUIPMENT AT END OF TERM LEASE. It is presumed that all Term Lease negotiated under this RFR are temporary and that all Term Leased equipment will be returned to the Contractor at the end of the Term Lease. Early buy-out or purchase options during the period of the Term Lease may not be negotiated as part of any Term Lease. However, in the rare event the Eligible Entity wishes to purchase the equipment during the Term Lease, or at the end of the Term Lease, instead of returning the equipment, the Contractor and Eligible Entity may negotiate the **fair market value** of the equipment at the time of purchase. The Eligible Entity shall not be obligated to pay any additional Term Lease payments, fees, acceleration of payments, penalties or other charges in addition to the fair market value of the equipment.

4.21 APPROPRIATION/FUNDING OF TERM LEASE OR RENTAL PAYMENTS. Appropriation/Funding for expenditures by Eligible Entities of the Commonwealth, and authorizations to spend for particular purposes, are made on a fiscal year basis. The fiscal year of the Commonwealth is a twelve-month period ending June 30th of each year. The obligations of the Eligible Entities under this Term Lease or Rental for each and every fiscal year following the fiscal year in which a Term Lease or Rental is executed are subject to the appropriation to the Eligible Entities of funds sufficient to discharge the Eligible Entities' obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of the Term Lease or Rental. The Commonwealth will not be obligated to appropriate funds for payment of Term Lease or Rental payments.

An Eligible Entity seeking to terminate a Term Lease due to non-appropriation is required to notify the Contractor with written notice in a timely manner detailing the funding situation. The following are some points the Eligible Entity may want to address within the written notice to the Contractor:

- Eligible Entity has exhausted all funds legally available from other sources for the payment of all or Term Lease Payments with respect to such equipment;
- Eligible Entity properly and in a timely manner requested sufficient funds to satisfy the obligation due under the Term Lease with respect to such equipment in the fiscal period for which funds were not appropriated and Eligible Entity diligently pursued and exercised best efforts to obtain such funds from the governing body which controls such appropriation;
- Funds have not been budgeted or appropriated to Eligible Entity and funds will not be extended by Eligible Entity during the first fiscal period following an event of non-appropriation for which funds have not been appropriated hereunder to Term Lease or otherwise acquire equipment or services performing functions similar to that of the terminated equipment.

Upon occurrence of such non-appropriation, and the satisfaction of all of the conditions to Eligible Entities right of termination, including written notice of termination, an Eligible Entity shall not be obligated to make payment of any Term Lease Payments with respect to the terminated equipment through any fiscal period for which funds have not been so appropriated.

An Eligible Entity agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the Contractor promptly when it appears certain these will not be obtained. An Eligible Entities obligation under a Term Lease or Rental is severable and the cancellation of an Eligible Entities obligations under a particular Term Lease or Rental due to non-appropriation shall not affect the obligations of the remaining Eligible Entities, nor will such cancellation affect such Eligible Entities obligations under any other Term Lease or Rentals to which it is a party.

It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the

scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

Note: The intercept by the Commonwealth of any Contractor Term Lease or Rental payment(s), timely issued by an Eligible Entity, to reimburse the Commonwealth for an outstanding debt of the Contractor to the Commonwealth shall not be deemed or considered a default by the Eligible Entity under a Term Lease or Rental.

4.22 TERM LEASE OR RENTAL OBLIGATIONS NOT A DEBT. A Contractor and an Eligible Entity understand and intend that the obligation of the Eligible Entity to make Term Lease or Rental payments shall constitute a current expense from lawfully appropriated funds or other legally available funds and shall not in any way be construed to be a debt of the Eligible Entity or the Commonwealth in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Eligible Entities, nor shall anything contained herein constitute a pledge of tax revenues or funds of the Eligible Entity or the Commonwealth.

4.23 EARLY TERMINATION OF TERM LEASE OR RENTAL. The term for a Term Lease or Rental shall terminate upon the earliest of the following events:

- Full payment of all Term Lease or Rental payments. Following the termination of a Term Lease or Rental an Eligible Entity shall make arrangements to have the equipment returned to the Contractor at no cost to the Eligible Entity, or in the alternative negotiate an outright purchase of the equipment at a negotiated fair market value price as a separate transaction from the Term Lease or Rental.
- A default by the Eligible Entity or the Contractor and a decision by the other party to terminate the Term Lease or Rental.
- Termination by the Commonwealth as provided in the Commonwealth's Terms and Conditions.
- It is the responsibility of the Eligible Entity to schedule the return of the Term Leased or Rental equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

4.24 CONDITIONS FOR ELIGIBLE ENTITIES EARLY TERMINATION OF RENTAL. It is presumed under this Statewide Contract that Rentals of equipment shall be made on a monthly basis and can be cancelled at will, without penalty, by an Eligible Entity upon proper notice to the Contractor. An Eligible Entity may terminate a Rental without cause prior to the scheduled end of the Rental Term by providing prior written notice of at least fifteen (15) calendar days to the Contractor. The notice shall specify the date that the Contractor can remove the equipment during normal business hours or a timeframe mutually agreed upon by the Eligible Entity and Contractor. The Eligible Entity shall be responsible for all rental payments prior to the pick-up date specified in the notice for equipment removal. . It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

4.25 REPLACEMENT OF EQUIPMENT AFTER A DEFAULT. In the event an Eligible Entity defaults under a Term Lease or Rental and returns the equipment to the Contractor, the Eligible Entity shall not be prohibited from acquiring the same or similar equipment from another Contractor during the period of the former Term Lease or Rental agreement. It is recommended that the Eligible Entity offer the opportunity to the Contractor, for which they defaulted, the first opportunity to present a more cost effective equipment option.

4.26 NO CREDIT RATING. The Commonwealth Eligible Entity's, for credit ratings related to Term Lease or Rental under this Contract, will make no application, nor may a Contractor seek such ratings from the Commonwealth Eligible Entities.

4.27 SECURITIZATION. A Contractor may not sell the note for any Term Lease or Rental agreement but may borrow against the value of the note during the term lease or rental period as long as it does not effect the status of the note during the Term Lease or Rental period.

4.28 ASSIGNABILITY. The Contractor may assign its payment interests in a Term Lease or Rental, with prior approval from the OSD Contract Manager and PMT, but may not assign its duties, responsibilities or liabilities under a Term Lease or Rental. The Contractor agrees that any assignment of interest will be limited so that it does not constitute a public offering. Regardless of any such assignment, the Contractor will continue to act as principal with regard to carrying out all responsibilities and duties under the contract. Upon prior approval of the Contractor, which shall not be unreasonably withheld, an Eligible Entity may assign the equipment and its duties under a Term Lease or Rental to another Eligible Entity, provided the assignee Eligible Entity can demonstrate that it can assume all the duties and fiscal responsibilities under the Term Lease or Rental and the Eligible Entities execute the necessary documentation to transfer the equipment and Term Lease or Rental obligations and payments.

4.29 SECURITY INTEREST IN EQUIPMENT. In addition to title in the equipment that is held by the Contractor until all payments are made by an Eligible Entity, the Eligible Entity grants to the Contractor the ability to purchase money security interest in the equipment and any additions, attachments or improvements. An Eligible Entity shall execute such additional documentation to establish and maintain the Contractor's security interest in the equipment provided such documentation has received prior review and approval by the OSD Contract Manager and PMT.

4.30 CONTRACTOR QUALIFICATIONS.

4.30.1 Qualification of OEM or Authorized Reseller of Equipment, Supplies and Services/Maintenance. Responses **must** be submitted only by the Original Equipment Manufacturer (hereinafter referred to as "OEM") or a qualified OEM designated authorized reseller for the purposes of the purchase and lease of equipment, accessories, OEM/Remanufactured/Generic supplies and service/maintenance of new and/or remanufactured equipment. Only OEM or an authorized OEM designated reseller will be awarded contracts for equipment.

All bidders submitting a response to this RFR **must** submit written certification for each manufacturer having product represented in the response, stating that the bidder is an authorized reseller for equipment, supplies and service/maintenance for specific regions of the state or statewide.

The certification(s) shall be on the official letterhead of the OEM and signed by an authorized official of the company. An authorized official is defined as a company employee who has the requisite authority to commit, obligate and contractually bind the OEM Company.

The certification must identify the bidder and the bid identification number - OFF16. Failure to comply with the certification requirement **may** result in the rejection of the response for each manufacturer not certified.

The Commonwealth reserves the right to ask for documentation from each Bidder verifying their service technician's training

4.30.2 OEM Bidding with Authorized Reseller Network Representation. OEMs **must** include in their response a list of authorized resellers authorized to represent them per the terms and conditions of this RFR. It is the bidding manufacturer's responsibility to ensure complete coverage of service throughout all counties within the Commonwealth of Massachusetts. Invoices shall be directly from the OEM Manufacturer, Authorized Reseller or Affirmative Market Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT as the Prime Contractor.

The OEM, as Prime Contractor, shall be fully responsible for meeting all of the terms of any contract resulting from this RFR. The OEM will have full responsibility for any authorized reseller(s)

performance. Contractors will be responsible for the training and education of authorized resellers to ensure contract compliance.

Awarded Contractors **must** notify the OSD Contract Manager of any authorized reseller changes, additions and deletions throughout the term of the Contract. The OSD Contract Manager and PMT will have the right to deny approval of any authorized reseller additions and/or substitutions.

Category 1, 2, and 3 Bidders must provide costs for all the service plans and the related supplies for the equipment models being submitted in the response.

4.31 MAINTENANCE PARTS OBSOLESCENCE. Manufacturers directly or through the designated authorized reseller **must** guarantee the availability of parts for all models proposed for a minimum period of seven (7) years from the last date of manufacture.

4.32 AFFIRMATIVE MARKET PROGRAM (AMP). Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid responses to this RFR, either as a Prime Contractor, as joint venture partners or as a subcontractor. All Bidders **must** submit within the bid submission, the Bidders intent to utilize SOMWBA, Massachusetts certified M/WBE companies. All Bidders **must** submit the **AMP Plan Form** as part of their response for evaluation.

All Bidders should provide the following minimum information on the AMP Plan Form:

- Subcontracting: Bidders are asked to include expenditures commitments and copies of subcontracting agreements, Memorandums of Understanding (MOUs), or otherwise binding commitments between the Bidders and SOMWBA certified M/WBE Companies.
- Growth & Development: Bidders are asked to submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance in attaining SOMWBA certification that would increase industry capacity and the pool of qualified SOMWBA certified companies. Other creative initiatives should be encouraged under this option.
- Ancillary Uses of SOMWBA Certified M/WBE Company(ies): Bidders are asked to include expenditure commitments for use of certified M/WBE Company(ies) with or without the use of written commitments between the Bidder and the M/WBE Company(ies). A description of the ancillary uses of certified M/WBEs, if any, **must** be included on the AMP Plan Form.
- Past Performance: Respondents are asked to include information on past expenditures with SOMWBA certified M/WBEs of the previous two (2) years.

The following are just a few examples of potential successful AMP Partnerships for Bidders to research and develop;

- AMP Partnership to purchase office and/or operational supplies for internal use.
- AMP Partnership to sell and deliver supplies.
- AMP Partnership to sell, deliver and provide installation and training for equipment.
- AMP Partnership to finance leased equipment.
- AMP Partnership to deliver or pick-up and relocate equipment.
- AMP Partnership to support pick-up of recycled products.

Bidders are asked to include any additional initiatives that further support their AMP Plan.

4.32.1 AMP Resources. There are resources available to assist Prime Bidders in finding potential M/WBE partners for developing their AMP Plans. Some of these resources include but are not limited to the following:

- The State Office of Minority & Women Business Assistance's (SOMWBA) website, www.mass.gov/somwba.com. Here you can query Massachusetts certified M/WBE businesses eligible to participate in the AMP by business type, geographic area, and certification status. This is the best source for finding AMP partners. *Note*: When using the SOMWBA online search engine to find a certified business in a particular industry or field of interest, please be general rather than specific. If query is too specific you will receive less results.

- The Affirmative Market Program website contains a list of Massachusetts certified businesses that have acquired statewide contracts as prime contractors. You can find this list at www.mass.gov/amp under the heading *Affirmative Market Program Participants*.
- Both SOMWBA and the Affirmative Market Program have workshops that can be very helpful to attain SOMWBA Certification and to help contractors find Massachusetts Certified subcontractors. Check out their Web Site.
- Department Affirmative Market Program Coordinators are a great resource when researching specific vendor pools. They have first hand knowledge and relationships with the certified vendor community. A list of AMP Coordinators and their contact information can be found on the AMP website, www.mass.gov/amp under the “Find AMP Program Participants” screen.
- Members of Procurement Management Teams and Team Leaders/OSD Contract Managers (**exception of current OFF16 PMT**) may be able to provide a list of potential AMP partners within the primary industry of the RFR.
- AMP staff is available to assist any prime contractors in their efforts to partner with M/WBEs prior to the bid submission. The AMP Executive Director Monsi Quinones can be reached directly at 617-720-3149.

The AMP and OSD websites regularly announce AMP statewide events where all types of businesses are welcome to attend including prime contractors that are interested in developing relationships with Minority and Women-Owned Enterprises.

4.32.2 AMP Direct Pay Bid Submission. In order to submit a bid response as an AMP Partner Sub-Contractor with a Prime Contractor for this category, the Bidder must have the AMP Partner submit a Bid under separate cover with the appropriate contract forms, a copy of the AMP Plan Agreement and the appropriate Category Cost Attachments. The AMP Partner must also have the following required elements as part of their bid submission:

- Detailed Affirmative Market Participation Agreement utilizing the AMP Plan Form and necessary attachments.
- Agreement to sell equipment, supplies or service at the same cost as the Prime Bidder
- Agree to all terms and conditions of the RFR for equipment, supplies and/or service with in the appropriate Category(ies) and/or sub-category(ies).

If an AMP Partnership is proposed by a Contractor to have a direct pay relationship with the Commonwealth Eligible Entities utilizing this contract, then the AMP Subcontractor Partner must agree to the above three (3) elements within their bid submission.

4.32.3 Affirmative Market Partnership Rolling Enrollment. The OSD Contract Manager and the PMT will accept additional AMP Partnership bidder(s) proposals after the initial RFR due date based upon the creation of new Affirmative Market Partnership(s) with the existing OFF16 Contractor(s) for any Category(ies) and/or sub-category(ies). RFR responses will be reviewed and potentially accepted throughout the term of the rolling enrollment. The contract terms for those additional bidders selected in the process will run concurrently with the initial OFF16 contract term.

4.32.4 Certification Information. Minority and Women owned business enterprises that are not currently SOMWBA certified and would like to be considered as an M/WBE for this RFR should submit an application for certification prior to the RFR bid response due date. A copy of the certification application **must** be submitted as part of the bid response as a form of verification. For further information on SOMWBA certification, contact their office at 1-617-727-8692 or via the Internet at mass.gov/somwba.

4.33 DISTRIBUTION OF ADVERTISING LITERATURE, MANUALS, CATALOGS AND PRICE LISTS. Bidders awarded any Contract resulting from this RFR **must** submit all advertising literature with regards to OFF16, including but not limited to, brochures, catalogs, and price lists to the OSD Contract Manager and the PMT for review and approval prior to it being provided to any Eligible Entity. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

4.34 EQUIPMENT, SUPPLY, AND/OR NEW/PREDECESSOR PRICE LISTS AND CATALOGS. All bidders **must** submit with their bids a dated manufacturer's catalog and the corresponding dated price list covering each item being bid. Each catalog or price list **must** be clearly identified with the name, address, telephone and fax number of the submitting bidder. All references in this RFR to the catalog or price list shall refer exclusively to manufacturer issued catalogs and price lists.

The awarded bidder(s) shall, within forty-five (45) calendar days after receipt of the bidder award notice, publish a "Massachusetts Price List." Such price list shall contain the manufacturers list price, net prices to the Commonwealth, possible volume discount prices, Contractor's name, contact person, telephone numbers and **must** be submitted to the OSD Contract Manager for approval by the PMT **prior to its issuance** to Eligible Entities.

The Contractor shall provide, with a delivery or within ten (10) business days of a request by an Eligible Entity, catalogs or price lists complete with the contract number, contact name and specific directions on how to order.

4.35 PRICING PLAN OPTIONS. Options under which equipment, supplies and services may be procured:

- Outright Purchase – Equipment, Supplies and Services all Categories (1-4)
- Term Lease: 36, 48 & 60 months – Category 1, Sub-Categories 1A, 1B, 1C & 1D, Sub-Category 1E - 48, 60 and 72 months. Category 2 & 3 optional for 24 or 36 months
- Rental: Six- (6) month maximum (non-renewable) – Categories 1, 2, & 3 – Equipment

Refer to the Technical Specifications and the Cost Sheets for specific options within each volume band per equipment category. OEM Manufacturers may, and are, in fact, encouraged to use their resellers to fulfill the requirements for service and sales; however, all contracts and payments shall be between the Eligible Entity and the Prime Contractor (OEM or Authorized Reseller) and/or AMP Partner(s).

4.36 SEMI-ANNUAL REPORTING REQUIREMENTS. This Section of the Bidder's Response should indicate the Bidder's ability to fulfill the reporting requirements listed below. The Statewide information should be provided to the OSD Contract Manager. The Contractors and OSD Contract Manager will identify spreadsheet format after award.

4.36.1 Reports. The Contractor **must** provide and maintain access to a database which is capable of detailed tracking of customer accounts, requisitions, proof of delivery, deliveries, billing, and payments in a comprehensive manner.

The Contractor **must** provide, to the OSD Contract Manager, **semi-annual and annual reports** of all product purchases made under the Contract. The Contractor **must** provide the OSD Contract Manager with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the OSD Contract Manager, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in contract termination.

The following list represents information that **must** be included in semi-annual and annual reports, and identified for each category awarded:

Total dollars spent in each category of the Contract, separated by Commonwealth fiscal years (July 1 to June 30).

- Total equipment, supplies and service dollars spent in each category of the Contract by individual Agencies, Cities, Towns, Political Sub-divisions, and other Eligible Entities with each ordering category totaled individually.
- Total detailed list of each item purchased during the reporting period and maintained "year to date" (Y-T-D) including all lease end dates.

- A breakout of recycled and environmentally preferable product purchases by Commonwealth Eligible Entities within the individual categories (with information on current and/or potential savings if requested).
- List all certified M/WBE sub-contract activity and purchase of supplies by Contractor and/or supplier. Also, listed separately, the total dollars spent within all the categories compared to M/WBE total dollars participation on this contract.
- List other M/WBE activity such as Joint Ventures, Mentoring, etc.
- List number of Customer Service complaints and issues within the following categories:
 - Delivery Issues
 - Total number of complaint issues
 - Total number of resolved issues
 - Total number of unresolved issues listed alphabetically by Eligible Entity.
 - A detailed explanation will be required upon request by the OSD Contract Manager and or the PMT of unresolved issues in excess of 10 business days.
 - Proof of Deliveries must be maintained for a minimum of eighteen (18) months after deliveries
 - List of Eligible Entities whose payments due are over 45 days. The OSD Contract Manager will assist in resolving overdue payments between the Eligible Entity and Contractor.

The submission deadline for Semi-Annual Reports (work completed in the period ending) will be:

Period Ending	Submission Deadline
June 30	July 20
December 31	January 20

4.37 CUSTOMER SURVEY. All Contractors will be required to provide a survey for each equipment placement and semi-annually for for supplies and services. The Eligible Entity is encouraged to complete and return to the OSD Contract Manager. The surveys will assist the PMT in the evaluation of a Contractors performance during the term of the contract.

4.38 BILLING/INVOICING. Invoices shall be directly from the OEM Manufacturer, Authorized Reseller or Affirmative Market Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT as the Prime Contractor.

- Billing for Maintenance/Service **must** be done at a minimum monthly, and it is **highly desirable** if it can be done quarterly, semi-annually or annually upon the Eligible Entities request.
- Bidders may be required to provide, upon request of the Eligible Entity, consolidated billing. All equipment, supplies and service invoices **must** have a separate line item within the invoice for all three elements or a separate invoice for each of the three elements.
- Invoices for purchases and software fees are not due and payable until successful completion of any applicable acceptance testing. Invoices for services are not due and payable until after services are rendered.

4.39 VENDOR FAIR PARTICIPATION. It is **highly desirable** that Bidders agree to participate and attend, as an exhibitor, at least two vendor fair/conferences sponsored by the Operational Services Division each fiscal year. These events include the Buy Recycled and Environmentally Preferable Product Vendor Fair and Conference held annually in the fall and "STAR" the Statewide Contractors Fair, to be scheduled during mid to late spring. The cost of participating in these Fairs will be assumed by the Contractor. If a Bidder agrees to participate in the Vendor Fair's and upon evaluation receives a contract award, the Bidder must attend both Vendor Fair's. If a Contractor does not attend either or both Vendor Fair's the OSD Contract Manger and PMT reserve the right to access a penalty equal to the cost of attending for that given year.

4.40 WEBSITE PAGE. It is **required** that the awarded Contractor(s) develop a web page to be utilized by the OSD Contract Manager and PMT to advertise the contract pricing and terms and conditions. The website page **must be developed and approved** by the OSD Contract Manager and the PMT, prior to publication, within **90 days** after contract execution and during the contract

term when changes/updates are necessary. The website page must be accessible without the need of a password by an Eligible Entity. The website page **must** include the minimum elements;

- Active and approved Contractors Cost Sheets by Category and Model Numbers,
- Archive Section for prior approved Contractors Cost Sheets by Category and Model Numbers for equipment no longer available,
- Detailed Equipment Specifications by model numbers,
- Affirmative Market Partnership (AMP) agreement with AMP Partners contact information; Company Name & Address, Contract Name, Telephone #, Fax # and E-mail address,
- Equipment Confirmation Form in word and PDF formats,
- Training contract highlights with contact information i.e. Name(s), telephone #'s, E-mails,
- Installation contract highlights,
- Related Links section to include a link to the OFF16 main page, Link to the OFF16 RFR/Contract, Link to the OFF16 OSD Update once it is released,
- Promotional Section to highlight any current or planned **approved** contract promotions,
- How to Buy Section to highlight how to utilize the contract. This section should include the Telephone, Fax and E-mail information for the Contractor(s) Contract Manager, Sales, Service and Customer Service personnel dedicated to the contract,
- Environmental Information section to cover the topics including but not limited to: information on and the benefits of operating equipment features that allow to save energy (e.g. EnergyStar), paper (e.g. duplexing, printing multiple pages on a single sheet, etc.) and supplies (e.g. draft printing), use and benefits of remanufactured supplies, equipment and supply Material Safety Data Sheets MSDS), Contractors' current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, equipment end-of-life management, etc.) and other relevant topics.

The OSD Contract Manager and the PMT reserve the right to request modifications to the website page during the term of the contract. Any modifications, changes or updates **must** be reviewed and approved by the OSD Contract Manager and PMT prior to publication. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

SECTION 4
CATEGORY 2

PART II - TECHNICAL SPECIFICATIONS

4.41 INTRODUCTION. All specifications in this section apply to all equipment awarded under any contract resulting from this RFR. The responses, as submitted, **must** meet or exceed all of the required specifications contained within this RFR. If a Bidder can exceed minimum requirements, points may be assessed, per category, depending on the level of added value. All Bidders **must** be able to provide, at a minimum, equipment in two of the three volume bands for the particular sub-category(ies) to qualify for bid evaluation.

Only current production equipment, available for sale at the time of the bid opening date, for this contract, can be included. Bids for discontinued equipment not being actively marketed by the OEM for domestic sales are not to be offered, and will not be considered. The Commonwealth reserves the right to require OEM documentation to confirm equipment eligibility under this contract.

Equipment under this contract shall be new equipment and carry a maintenance guarantee for a period of at least seven (7) years from date of acceptance. All equipment shall be in excellent working condition and shall include new OEM equipment guarantee.

4.42 CONTRACTOR CERTIFICATION THAT EQUIPMENT IS TIME DATE FUNCTIONAL. By executing a Contract under this Statewide Contract the Contractor certifies and warrants that the Information Technology for any Equipment provided for Outright Purchase, Term Lease or Rental under this Statewide Contract is time date functional. Time date functional compliance means Information Technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, time date functionality compliant Information Technology, when used in combination with other Information Technology, shall accurately process date/time data if the other Information Technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this Statewide Contract. This warranty is in addition to all other Contractor generated warranties, disclaimers, or remedies to Contractor Programs, Media, and Services.

4.43 EQUIPMENT CATEGORIES. The PMT has established the minimum specifications for Category 2 and all Sub-Categories detailed below. **Please utilize Attachments 2A through 2D for Bid Submissions for each sub-category.**

Attachment 2A - Black & White Laser and /or LED Printer Equipment Cost Sheet

Attachment 2B - Color Laser and /or Led Printer Equipment Cost Sheet

Attachment 2C - Black & White Wide Format Engineering Printer Equipment Cost Sheet

Attachment 2D - Color Wide Format Engineering Printer Equipment Cost Sheet

4.43.1 Black & White Laser and /or LED Printer Equipment Minimum Specifications.

1. Laser and/or LED
2. Duplexing required for medium and high volume band machines, optional for low volume band machine
3. Output Size Capability 8.5 x 11 for low volume band machine
4. Output Size Capability 8.5 x 11 and 8.5 x 14 for medium and high band machine
5. Paper Capacity 500 sheets for low volume band machine, 2000 sheets for medium and high band machine – 20lb recycled paper
6. Full Size Paper Tray – 1 tray for low volume band machine, 2 trays for medium and high band machine
7. Memory, 16MB low volume band machine, 32MB medium volume band machine, 64MB for high volume band machine
8. USB and/or Parallel Port Connection
9. Available slot for Network Card

10. Control Panel Lock Option available on medium and high volume band machine
11. Envelope capabilities on medium volume band machine
12. Compatible with Windows 95, 98, NT 4.0, XP, 2000 and following versions, Novell NetWare 3x, 4x, 5x
13. Compatible with Postscript t3 (PS, EPS, PDF), PCL6, Postscript Level 2
14. Cabinet if required
15. 1 Year on-site warranty
16. ESP QC Power Protection Filter for medium & high volume band equipment and ESP Power Protection Filter for low band equipment or equal.
17. 508 ADA Compliant
18. Energy Star Compliant

Volume Bands	Prints Per Minute (PPM) Range 400 x 400 DPI or 600 x 600 DPI	Minimum Monthly Volume
LOW	1-20	2K
MEDIUM	21-50	8K
HIGH	51+Plus	12K

4.43.2 Color Laser and /or LED Printer Equipment Minimum Specifications.

1. Laser and/or LED
2. Duplexing required for medium and high volume band machines, optional for low volume band machine
3. Output Size Capability 8.5 x 11 for low volume band machine
4. Output Size Capability 8.5 x 11 and 8.5 x 14 for medium and high band machine
5. Paper Capacity 500 sheets for low volume band machine, 2000 sheets for medium and high band machine – 20lb recycled paper
6. Paper Tray – 1 tray for low volume band machine, 2 trays for medium and high band machine
7. Memory, 32MB low volume band machine, 64MB medium volume band machine, 128MB for high volume band machine
8. 256 Color Shades per pixel
9. USB and/or Parallel Port Connection
10. Available slot for Network Card on medium and high volume band machine
11. Control Panel Lock Option available on medium and high volume band machine
12. Envelope capabilities on medium volume band machine
13. Compatible with Windows 95, 98, NT 4.0, XP, 2000 and following versions, Novell NetWare 3x, 4x,5x
14. Compatible with Postscript t3 (PS, EPS, PDF), PCL6, Postscript Level 2
15. Cabinet if required
16. 1-Year Warranty
17. ESP QC Power Protection Filter for medium & high volume band equipment and ESP Power Protection Filter for low band equipment or equal.
18. 508 ADA Compliant
19. Energy Star Compliant

Volume Bands	Prints Per Minute (PPM) Range 400 x 400 DPI or 600 x 600 DPI	Minimum Monthly Volume
LOW	1-5	1K
MEDIUM	6-20	4K
HIGH	21+Plus	12K

4.43.3 Black & White Wide Format Engineering Printer Equipment Minimum Specifications.

1. Analog, Laser and/or LED
2. Copy, Scan and Print
3. Automatic Roll Feed
4. 2 Roll Feed
5. Resolution 400 x 400 DPI or 600 x 600 DPI
6. Scan once print many
7. Output Size 8.5 x 11
8. Original Size 11 x 17
9. Memory: 64MB
10. Network Protocols: TCP/IP, ETHERNET, ETHERTALK
11. Network Print Controller Supports: Windows 95, 98, 2000/ME/XP, NT 4.0, Macintosh OS
12. 1- Year Warranty
13. ESP QC Power Protection Filter or equal
14. 508 ADA Compliant
15. Energy Star Compliant

Volume Bands	Prints Per Minute (PPM) Range 400 x 400 DPI or 600 x 600 DPI	Minimum Monthly Volume
LOW	1-5	2K
MEDIUM	6-20	6K
HIGH	21+Plus	16K

4.43.4 Color Wide Format Engineering Printer Equipment Minimum Specifications.

1. Analog, Laser and/or LED
2. Copy, Scan and Print
3. Automatic Roll Feed
4. 2 Roll Feed
5. Resolution 400 x 400 DPI or 600 x 600 DPI
6. 256 Color Shades per pixel
7. Scan once print many
8. Output Size 8.5 x 11
9. Original Size 11 x 17
10. Memory: 64MB
11. Network Protocols: TCP/IP, ETHERNET, ETHERTALK
12. Network Print Controller Supports: Windows 95, 98, 2000/ME/XP, NT 4.0, Macintosh OS
13. 1-Year warranty
14. ESP QC Power Protection Filter or equal
15. 508 ADA Compliant
16. Energy Star Compliant

Volume Bands	Linear Feet Copy Per Minute Range 400 x 400 DPI or 600 x 600 DPI	Minimum Monthly Volume
LOW	1-5	2K
MEDIUM	6-20	6K
HIGH	21+Plus	16K

4.44 ADDITIONAL TECHNICAL REQUIREMENTS FOR ALL CATEGORIES OF EQUIPMENT. In addition, the following criteria **must be met**:

- All Supply Yields indicated on the cost sheets for Category 2 equipment must be based upon 10% page coverage.

- All electrical equipment furnished **must** be UL approved or equivalent.
- Devices shall be equipped with a non-reset copy/page meter.
- Determination of capability/connectivity shall be the responsibility of both the Contractor and the Eligible Entity.
- Warranties and service contracts **must** not preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Contractors **may not** fault the use of such recycled paper and/or supplies for equipment failures unless the process described in section **4.45.10** is followed.
- Contractors are **prohibited** from affixing warning labels to equipment regarding the use of generic supplies and remanufactured supplies. Agents of the equipment Contractor **must not** communicate to any end user that a supply product selected on this contract should not be used, is inconsistent or will cause a problem in any way. Comments based on opinion or conjecture related to the quality or effectiveness of non-OEM supplies **must** be avoided.
- In their submissions, Bidders **must** identify, on all equipment cost sheets, equipment that requires supplies containing so called “smart chips,” any computer code or any other design element that would:
 - Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
 - Permit access to the equipment to cause disablement or impairment.
- All Contractors **must** inform Eligible Entities about the above-mentioned equipment features prior to equipment sale. It is **desirable** that all Contractors offer equipment that requires supplies without any impediments for their remanufacturing by third parties.
- The PMT will educate all Eligible Entities with regards to the “smart chip” technology and the potential negative impact this technology may have on the environment and the total cost of ownership.

4.44.1 Equipment Substitutions. After award of contract, equipment that is subsequently discontinued from a manufacturer's line, may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued model(s) and for the new equipment model(s) requested to be substituted. All pricing, terms and conditions of discontinued model will apply to new equipment. Substituted equipment **must** meet or exceed the performance specification of the discontinued model. Additional fixed accessories can be accepted at no extra cost. Supplies and accessories pricing **must** be identical **or less** than pricing for discontinued equipment.

Replacement of obsolete equipment will be reviewed on an individual basis beginning **6 months** after commencement of this contract. Contractors can only submit a request for the Category(ies) and Manufacturer Brand(s) awarded. Each Contractor **must** submit a cover letter explaining the request accompanied by the following documentation for each equipment, supply or service within the appropriate category(ies) awarded. Contractors wishing to substitute equipment **must** include documentation for the items listed below;

- **Equipment Cost Sheet** - The equipment cost sheet(s) must be completed in its entirety with the equipment meeting the minimum technical requirements for the particular volume band. Also, indicate each technical specification that the equipment may exceed. Submit one hard copy and an electronic copy to the OSD Contract Manager.
- **Substitutions** – In addition to the first bullet, also include a copy of the original approved cost sheet. The substituted equipment must meet the specifications, be in the same volume band, sub-category and at the same or lower price of the original equipment.
- **OEM Technical Specifications Brochure/Sheet** - Each equipment add-on or substitution **must** be accompanied by a technical specification brochure/sheet that provides a detailed description that meets or exceeds the minimum specifications put forth in the original RFR to be considered for addition to the contract.
- **Substitutions** – In addition to the second bullet, also include a copy of the OEM Technical Specifications Brochure/Sheet of the original approved equipment.
- **OEM Certification** that the equipment has been “Nationally Launched”
- **Copy of Buyer's Lab Report**, if available

- **A Price Comparison must be supplied** for each model comparing Statewide Contract pricing to: **GSA Pricing, Commercial/List Price** with GSA Pricing being used as a ceiling if GSA pricing is available.
- **Equipment, Supplies & Service Contractors must submit the appropriate updated Supply Costs and/or Service Maintenance Costs** if your requests result in any potential changes. All updates **must** be accompanied by a copy of the original award information.
- Three commercial references from customers, who are currently using the equipment, supplies or services.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

All equipment submitted for substitution **must** be under manufacture at the time of submission. All equipment offered and placed for Eligible Entities shall be in excellent working order and produce good, clean images. All equipment will be expected to perform in an efficient manner with a minimum downtime. The user will report equipment that requires an excessive number of service calls to the OSD Contract Manager for PMT review and possible replacement.

The substitution guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

4.44.2 Supply Substitutions. After award of contract, supplies that are subsequently discontinued from a manufacturer's line, may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued supply item(s) and for the new supply item(s) requested to be substituted. All pricing, terms and conditions of discontinued items will apply to new items. Substituted items **must** meet or exceed the performance specification of the discontinued item(s).

Replacement of obsolete items will be reviewed on an individual basis beginning 6 months after commencement of this contract.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor will not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

4.44.3 Equipment Additions. Six (6) Months after award of contract, equipment that is new, may be requested to be added to the Category(ies) that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Each Contractor **must** submit a cover letter explaining the request accompanied by the following documentation for each equipment, supply or service within the appropriate category(ies) awarded. Add-on request can be submitted, twice a year, one month prior to the six (6) month anniversary date of the contract.

- **Equipment Cost Sheet** - The equipment cost sheet(s) must be completed in its entirety with the equipment meeting the minimum technical requirements for the particular volume band. Also, indicate each technical specification that the equipment may exceed. Submit one hard copy and an electronic copy to the OSD Contract Manager.
- **OEM Technical Specifications Brochure/Sheet** - Each equipment add-on or substitution **must** be accompanied by a technical specification brochure/sheet that provides a detailed description that meets or exceeds the minimum specifications put forth in the original RFR to be considered for addition to the contract.
- **OEM Certification** that the equipment has been "Nationally Launched"
- **Copy of Buyer's Lab Report**, if available
- **A Price Comparison must be supplied** for each model comparing Statewide Contract pricing to: GSA Pricing, Commercial/List Price, with GSA Pricing being used as a ceiling if GSA pricing is available.

- **Equipment, Supplies & Service Contractors must submit the appropriate updated Supply Costs and/or Service Maintenance Costs** if your requests result in any potential changes. All updates **must** be accompanied by a copy of the original award information.
- Three commercial references from customers, who are currently using the equipment, supplies or services.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

All equipment submitted for addition **must** be under manufacture at the time of submission. All equipment offered and placed for Eligible Entities shall be in excellent working order and produce good, clean images. All equipment will be expected to perform in an efficient manner with a minimum of downtime. The user will report equipment that requires an excessive number of service calls to the OSD Contract Manager for PMT review and possible replacement.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

4.44.4 Supply Additions. Six (6) Months after award of contract, supply items that are new, can be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request can be submitted, twice a year, one month prior to the six (6) month anniversary date of the contract.

To add remanufactured supplies, Contractors **must** submit manufacturer's specifications for the OEM supply item(s) and for the corresponding remanufactured supply item(s) requested to be added. All terms and conditions other than pricing of phased-out items **must** apply to the remanufactured items offered. The price of remanufactured supplies cannot be higher than the price of the equivalent OEM/generic supplies previously offered. Substituted items **must** meet or exceed the performance specification of the phased-out item(s).

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item.

All supply items offered and placed for Eligible Entities shall be in excellent working condition free of defects.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

4.44.5 Authorized Manufacturer Service Additions. Six (6) Months after award of contract, authorized manufacturer lines that are new may be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request of authorized manufacturer service lines can be submitted, once a year, one month prior to the anniversary date of the contract.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

4.45 SUPPLY SPECIFICATIONS

4.45.1 Remanufactured Supplies. Bidders are strongly encouraged to offer high quality remanufactured supplies. All Bidders intending to supply remanufactured supplies must include a certification on the official letterhead from the manufacturer and/or manufacturer's indicating that the

Bidder is an authorized distributor for the Commonwealth. The official letter of authorization must guarantee the following minimum elements:

- The Bidder is a distributor who is authorized to sell and to do business consistent with this RFR statewide for the remanufacturer's supply products,
- The remanufacturer has agreed to supply sufficient quantities of all items to satisfy the supply requirements of this contract, and
- The Bidder has been in business of providing the remanufacturer's supplies for no less than three (3) years preceding the bid due date.

4.45.2 Supply Specifications and Certification. The specifications identified in this section are the minimum standards acceptable under this RFR and any resulting contract.

OEM and Generic Supply Specifications: All new supplies **must** meet the Original Equipment Manufacturer (OEM) standards for performance and quality.

Remanufactured Laser Toner Cartridge Specifications: All components used in the construction of remanufactured cartridges **must** meet OEM standards. All components shall be dismantled and examined for damage and/or excessive wear. These include, but are not limited to:

- Wand (If applicable)
- A new or ultrasonically cleaned corona wire (If applicable)
- PCR Rollers must be new or recoated (If applicable)
- Cartridge must be sealed with a pressure sensitive seal that meets OEM standards; air tested at 2lbs for 30 seconds and leak proof. The seal shall be readily removable by the user at time of installation. Any cartridge that shows evidence of toner leakage through improper sealing shall be termed defective and replaced by the contractor. Hard card seals or equivalent are acceptable when products are hand deliveries.
- OEM drum must be replaced at the time of first cycle of remanufacture. Thereafter drum must be tested and replaced as required due to wear or damage at end of specified duty cycle.
- Wiper blades may be treated to comply with OEM standards and are acceptable for reuse.
- Replace pins, clips foams, doctor blades, mag rollers, felts, etc. as needed
 - Print yield shall be equal to or exceed OEM rating for each cartridge. Yield shall be determined by the use of the standard pattern which features **10% toner coverage**.
 - Serial number/lot number must be visible to the end user.
 - Exterior surfaces shall be thoroughly cleaned, with all traces of old labels, and toner removed entirely.

4.45.3 Supply Packaging. Packaging for all supplies **must** comply with the following specifications:

- Each cartridge **must** be packaged and sealed in a way that would adequately protect it from light, heat, moisture, vibration and static electricity while it is shipped, handled and stored by the Contractor, Eligible Entity and any third party. The packaging will be sealed so its contents are completely protected from the outside elements.
- It is **desirable** that the cartridge be boxed with a protective cushion (insert) to prevent damage in shipment.
- It is **desirable** that all corrugated packaging contain a minimum of 35% post-consumer recycled content.
- Packaging **must** be constructed to permit users to re-package empty cartridges for return to contractor.

All supply packages **must** include the following materials:

- All pertinent installation and maintenance instructions,
- Instructions for return of empty cartridges or other supply types including a phone number for resolving issues with supply recycling (where applicable),
- Pre-paid return labels (UPS/Postal Service) (where applicable),
- Test sheets from the final cartridge (for remanufactured laser toner supplies),

- Labels affixed to the carton **must** include cartridge model number and compatible printers (for reference only),
- Name and address of the Contractor and toll free number for access to a technical/customer service representative **must** be visible on carton and cartridge,
- The external carton **must** identify cartridge type (make and model), the vendor's name and it is **highly desirable** that the date of remanufacture and use by date for shelf life and inventory purposes also appear on the external carton.

4.45.4 Supplies Available Only as Remanufactured. It is the intent of the PMT to promote the purchase of remanufactured supplies by Eligible Entities as a sound environmental and economic practice. Pursuant to this goal, the following types of supplies, which are currently excluded from the **OFF06 Statewide Contract** and/or have proven remanufactured cartridges available within the industry, **must** only be sold as remanufactured:

- Supplies for printer models **such as** HP/III, IV, V and all the following cartridges:

C3903A	C4100X	HP 92274A	Canon 1491A002AA
C3903AG	C4127A	HP 92275A	Canon 1551A002AA
C3906A	C4127X	HP 92291A	Canon 1556A002BA
C3909A	C4127XAG	HP 92294A	Canon 1557A002BA
C3909X	C4127XG	HP 92295A	Canon 1558A002AA
C4027X	C4129X	HP 92298A	
C4072A	C4182A	HP 92298X	
C4092A	C4182X	HP 93398A	
C4096A	C7115X	HP 92298S	

Starting from the first anniversary date of the contract and throughout the rest of its duration, OEM and generic supplies **may be** transitioned a year after a remanufactured alternative for the specific OEM or generic supply becomes available from at least one of the Contractors. The PMT reserves the right to adjust the transition dates based on supply availability, cost and other factors.

4.45.5 OEM/Generic Supply Transition. It is the intent of the PMT to promote the purchase of remanufactured supplies by Eligible Entities as a sound environmental and economic practice. As part of this effort, Bidders that manufacture and/or sell remanufactured supplies **must** inform the PMT of the availability of such supplies and make such supplies available to Eligible Entities by adding them to their contract offering.

After contract award, Contractors intending to supply remanufactured supplies **must**:

- Inform the PMT about remanufactured supplies as those become available;
- Add remanufactured supplies to product offering through the supply addition process described in this RFR;
- Make samples of such supplies and/or independent laboratory performance testing information available to the PMT for testing purposes free of charge;
- Upon the PMT's notification, to discontinue the sale of OEM/generic supplies scheduled for transition no later than the deadline specified by the PMT (no less than 30 days).

When a specific type of OEM and/or generic supply is transitioned, Contractors may choose to substitute it with a remanufactured alternative. If the remanufactured alternative has not been previously added to Contractor's product offering, the Contractors **must** add the product by obtaining approval from the Contract Manager of the Operational Services Division and the PMT through the supply addition process described in this RFR.

4.45.6 Supply Warranty/Performance Guarantee. New, generic and remanufactured cartridges and other supply types **must** have a lifetime warranty (according to shelf life/expiration date). Cartridges and other supply types **must** be free from defects in materials and workmanship and **must** consistently produce copies and/or prints of excellent quality. The Supply Contractor **must** repair, replace or refund any and all cartridges and other supply types, which the Commonwealth deems unsatisfactory.

If the Eligible Entity and the Supply Contractor agree that a supply item has caused damage to the equipment, the Supply Contractor will pay for all costs of repair to return the equipment to operating condition. Upon receipt or determination of a defective supply item, the Supply Contractor shall replace the defective supply item free of charge within 2 (two)-business days, or issue a credit for the next purchase.

Bidders are required to provide a written policy concerning warranty or guarantee.

4.45.7 Recycling of Supplies. The Commonwealth has established a goal to recycle empty cartridges and other recyclable supply items in order to reduce the volume of these products in the waste stream and to encourage the reuse of such materials. Pursuant to this goal, Bidders **must** offer customers an effective and reliable means of returning all recyclable empty supply items (O.E.M., generic and remanufactured) in accordance with the following **requirements**:

- The method and expense of conducting such supply item returns **must** be the sole responsibility of the awarded contractors and may be conducted by either contractor/subcontractor pick-up, prepaid return shipment label, or both.
- Pick up and deliveries **must** be made during regular business hours and within no more than seven business days of request for pickup.
- Eligible Entities shall be responsible to return empty supply items with insert in the original packaging in which it was received.

After contract award, all contractors **must** at the time of equipment delivery or first supply delivery and then consistently throughout the duration of the contract (also see Supply Packaging):

- Inform Eligible Entities about the procedure for recycling used supply items;
- Provide a phone number for resolving issues with supply recycling.

Bidders **must** also include in their response (complete Attachment 9 and attach supporting documentation):

- The proposed detailed plan for recovering used supply items, which must include:
 - A sample instruction sheets and sample pre-paid freight labels (if a prepaid return shipment label program is offered); or
 - A written statement guaranteeing that the Bidder will pick up used supply items from Eligible Entities (if a contractor pickup program is offered); or
 - A written, signed and dated agreement between the Bidder and a subcontractor describing the recycling program and committing the subcontractor to performing used supply item pick-ups (if the recycling program is offered through a third party), and/or
 - Any other proof that a effective recycling program will be offered.
- Information on :
 - Which cartridges the Bidder is capable of recycling/remanufacturing;
 - Any trade-in allowance offered for each brand;
 - Any criteria which deems a cartridge unacceptable;
- If items are to be hand delivered, include box and other applicable labels;
- Repackaging instructions.

Providing a recycling program for used supply items is a requirement. Failure or refusal to pick up used supply items or inability to successfully resolve a pick up issue may result in a per-incident or other penalty determined by the PMT.

4.45.8 Used Cartridge Trade-In Allowance. Bidders **must** accept all recyclable empty supply items for return (O.E.M., generic and remanufactured). It is **desirable** that Bidders develop incentives or otherwise encourage Eligible Entities to recycle used supplies. However, Bidders are **strictly prohibited** from implementing programs that impose any legal or other restrictions (including restrictions imposed at the time of supply purchase) as to which recycling program/service provider Eligible Entities utilize to send their cartridges for remanufacturing.

It is **desirable** for a Bidder to offer a trade-in allowance, and if offered, it must be indicated in their response (**Attachment 9**). Credit amounts on cartridge and/or other supply type returns will not be deducted until written confirmation of the credit is obtained from the Contractor. Such written confirmation **must** be given to the Eligible Entity within five business days of the Contractor's receipt of the cartridge(s) and/or other supply type(s). Bidders **must** agree to work with OSD and the PMT to determine the most efficient and cost effective means of handling the credit portion of the procurement for all parties concerned.

It is also **desirable** that Bidders develop creative ways of partnering with SOWMBA-certified woman and/or minority-owned businesses in order to provide the collection, transportation and/or remanufacturing of the used supplies.

Bidders **must** also provide in their bid response specific details on how credit amounts will be transferred and communicated to Commonwealth customers. A contractor may reject any empty cartridge or other supply type for credit if it is cracked, shattered or is otherwise rendered unrecyclable.

4.45.9 Supply Design. Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components of OEM or generic supplies.

Demanufacturing / Disposal: It is **desirable** that Bidders offer supplies that is designed in such a way as to facilitate its dismantling and reuse or recycling. It is **desirable** that supplies not contain any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.
- It is **desirable** that all Contractors offer supplies without any impediments for their remanufacturing by third parties.

Additional **desirable** design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Supplies that are assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

4.45.10 Supply Problems. Once a problem is identified or thought to be related to a non-OEM supply item (generic, remanufactured or other), the Equipment Contractor's technician must determine the manufacturer and (if applicable) the lot number of the supply item(s) used. The technician must then provide, in writing, a detailed explanation of the equipment malfunction and how the use of the non-OEM supplies relates to the problem.

The communication along with copies of the three previous service call reports must be faxed to the Supply Contractor within twenty-four hours. This is necessary for the Supply Contractor to evaluate and take corrective action to rectify the problem.

4.45.11 Supply Contractor. The Supply Contractor must contact the Supply Manufacturer (if other than the Supply Contractor) and determine if similar problems of this type have occurred in other locations. If it is determined that the specific product batch, lot number or non-OEM supply model is defective, the Supply Contractor must make arrangements with the Supply Manufacturer (if applicable) to replace the lot number in question.

If it is determined that the supplies are not defective, the Supply Contractor may provide and install, at its option, OEM brand supplies to determine if in fact the problem is corrected by using brand name supplies.

The Supply Contractor also reserves the right, at their expense and with the approval of the OSD Contract Manager, to have a factory-trained independent repair technician evaluate the nature of the complaint and provide a written explanation of how the problem may be resolved. This repair technician's report must be made available to the Supply Contractor, the Equipment Contractor, Eligible Entity and the OSD Contract Manager within twenty-four hours of the inspection.

4.45.12 Equipment and Supply Contractors. It is expected that both the Equipment Contractor and Supply Contractor will have taken all necessary steps to ensure the problem is not directly related to end user/operator error. It is also understood that all supplies will be handled and stored properly as detailed on the manufacturer's packaging.

During this process, the Eligible Entity has the option to exercise the Loaner equipment terms and conditions of this contract.

Failure to adhere to the above-specified policies could result in contract termination.

The Contract Manager may remove supplies that cause equipment problems due to poor design or poor quality control from this contract.

4.46 ENVIRONMENTAL SPECIFICATIONS. Bidders **must** complete Attachment 9 and attach any applicable supporting documentation to inform the PMT about their compliance with the environmental specifications.

4.46.1 Energy Efficiency. All equipment **must** be EnergyStar® labeled and comply with the latest version of the Memorandum of Understanding (MOU) between the U.S. Environmental Protection Agency and the equipment manufacturer for their type of equipment. The applicable MOU is available online at <http://www.energystar.gov> and can be accessed by opening the "Partner Resources" Section, "Product Specifications" subsection of the site. The MOU can also be accessed directly at http://www.energystar.gov/ia/partners/product_specs/program_reqs/PF.mou.v3.0.pdf. Please note that the direct link and navigation of the site may change. It is the responsibility of the Bidder and, if awarded, Contractor to monitor the changes in EnergyStar specifications.

All equipment sold in this category **must** be delivered with the EnergyStar power management features enabled.

In the event of new EnergyStar specifications being issued, the PMT reserves the right to develop a timetable **mandatory** for all Equipment Contractors covered by such new specifications to come into compliance with the new specifications. The span of the timetable will not exceed one year from the date of the issuance of the new specifications. The timetable will include a date after which equipment that does not comply with the new specifications will not be approved as an addition or a substitute for existing equipment on the contract. At the end of the one-year period, sales of all equipment that does not comply with the new specifications will be suspended until it is either brought into compliance or is substituted with compliant equipment. The PMT reserves the right to grant limited-time exemptions for specific equipment models in cases when the Contractor provides documented proof of efforts made to achieve compliance and submits a written plan including a firm date for achieving compliance. Such exemption will not be renewed and its duration will not exceed the compliance date provided in the Contractor's plan.

4.46.2 EnergyStar® Service and Maintenance. Installation, service and technical support performed as part of the leasing and/or maintenance agreement **must** include the proper configuration of power management features according to the current EnergyStar specifications for that class of equipment and the proper configuration of duplexing features, at the time of service.

Personnel involved in system integration, site customization, equipment maintenance and technical support **must**:

- Ensure that power management and duplexing features remain installed and functional at all times.

- Carry out their services so as to maximize the energy efficiency of the installed product.
- Treat the malfunction of power management or duplexing features as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.

4.46.3 Paper and Other Consumables. All equipment must be compatible with the use of at least 50% total recycled and 30% post-consumer recycled content paper. Equipment malfunctions may not be blamed on recycled paper.

It is **desirable** that equipment have duplexing capabilities. All equipment with duplexing capabilities **must** be shipped and installed with duplexing as the default mode.

Warranties and service contracts **must** not preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Service contractors **may not** fault the use of such recycled paper and/or remanufactured supplies for equipment failures, as long as these products are on the contract with the Commonwealth and/or meet the specifications for those products as established by the respective state contracts, unless the process described in the Supply Problems subsection is strictly followed.

4.46.4 Equipment and Supply Packaging. Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is **desirable** that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard),
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials,
- minimizes or eliminates the use of disposable containers such as cardboard boxes,
- provides for a return program where packaging can be returned to a specific location for recycling,
- manuals printed on recycled content paper which meets or exceed federal and state guidelines for recycled content (currently 30% post-consumer content),
- contains materials which are easily recyclable in Massachusetts.

Additionally, manuals **must** be printed on recycled content paper which meets or exceeds the federal/state guidelines for post-consumer recycled content (currently 30%). It is **desirable** that crates, pallets and, if feasible, boxes and cartons, be reusable and not contain heavy metal inks.

4.46.5 Equipment Design. Upgradability: It is **desirable** that Bidders offer equipment that is easily upgradable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components

Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.

Demanufacturing / Disposal: It is desirable that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Avoidance of paints, including metallic paints on any internal or external plastic housings,
- Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

4.46.6 Toxics Reduction. Manufacturer's practices (reduced toxic materials in manufacturing): It is **desirable** that Bidders demonstrate that they and/or manufacturers are actively seeking additional ways of minimizing their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,
- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

It is **desirable** that Bidders demonstrate that the manufacturer of the equipment they intend to supply is making efforts to comply with the European Union’s Directive “Restriction of Hazardous Substances” (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://164.36.253.20/sustainability/pdfs/finalrohs.pdf>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the “Montreal Protocol on Substances that Deplete the Ozone Layer” (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>),
- Selenium, unless equipment can be returned to the manufacturer.

4.46.7 End-of-Life Management It is **desirable** that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third-party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:

- One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,
- Collection of any used equipment by Bidder or subcontractor for reuse or recycling, preferably including provisions to continue recycling operations should a subcontractor no longer be able to perform such activities.

The Bidder **must** make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is **desirable** that Bidders demonstrate that the manufacturer of the equipment they intend to supply is making efforts to comply with the European Union’s Directive “Waste Electrical and Electronic Equipment” (WEEE) (<http://164.36.253.20/sustainability/pdfs/finalweee.pdf>).

4.46.8 Electronic Equipment Emissions. All equipment **must** have ozone emissions no higher than .1 parts per million (8-hour time-weighted average (TWA) exposure as a result of equipment operation at the operator position with the usage rate three times the average in a room with no forced ventilation). Bidders **must** also provide regular servicing of the equipment that includes charging electrodes, activating and/or replacing carbon filters and any other maintenance operations as described in the product technical requirements to ensure compliance with the emission standard above.

4.47 ENVIRONMENTAL PLAN. Bidders **must** agree to work with the PMT after contract award to examine the feasibility of the various aspects of an environmental plan. Such a plan may include, but not be limited to, the following initiatives:

- Implement environmental management systems such as those certified under ISO 14000 (<http://www.iso.ch/iso/en/iso9000-14000/iso14000/iso14000index.html>),
- Manufacture and/or make available to Eligible Entities eco-labeled equipment, supplies and/or accessories certified by third-party organizations such as but not limited to TCO Development

(<http://www.tcodevelopment.com>) and Blue Angel (http://www.blauer-engel.de/englisch/navigation/body_blauer_engel.htm),

- Periodically review and, upon mutual agreement, determine where additional recycled, remanufactured and/or other environmentally preferable equipment, supplies, or other products may be added to the contract,
- Consider the introduction of recycled and/or environmentally preferable products into other operational areas, such as using recycled paper that meets the federal standards for all printing and publishing needs (brochures, advertising, catalogs, etc.), vehicle maintenance (re-refined oil and antifreeze, retread tires),
- Develop a plan to implement collection and recycling of materials at the distributor's facility(ies),
- Work with the PMT to develop and distribute information and/or materials to Commonwealth customers on the vendor's environmental practices and initiatives,
- Distribute contract information to Eligible Entities electronically (e.g. website, E-mail) rather than through printed media.

Bidders **must** attach any applicable supporting documentation to inform the PMT about any of the above-mentioned initiatives that are currently in place.

4.48 EQUIPMENT DEFINITIONS

- A. Automatic Duplexing** - Duplexing (printing on both sides of a sheet of paper) will be listed as either standard or optional or none.
- B. Equipment** - Equipment authorized by the OSD Contract Manager and PMT as appropriate for Purchase, Term Lease or Rental under the Statewide Contract.
- C. Laser** - A laser beam leaves an electrical charge on a photoelectric belt or directly on the drum and the toners are attracted to the electrostatic charge. The image is rolled onto the print, then fused by heat and pressure.
- D. LED** - Much like laser technology, a light-emitting diode (LED) leaves an electrical charge on a photoelectric belt or directly on the drum and the toners are attracted to the electrostatic charge. The image is rolled onto the print, then fused by heat and pressure.
- E. Manufacturing Status** - The manufacturing status of the printer is either "New/Current". New/Current machines are machines being manufactured and actively marketed.
- F. OEM** - Original Equipment Manufacturer. Indicates the name of the actual manufacturer of the equipment.
- G. SRP (USA; Canada)** - The current suggested retail price of the equipment, in the United States and Canada, as established by the manufacturer.(excluding options).

4.48.1 Equipment Feature Definitions

- A. Processor** - Indicates the manufacturer and/or model number of the controller's processor, sometimes referred to as a microprocessor. The processor is the "brains" of the printer. The number of bits in the processor relates to the amount of data the processor can process at one time, and megahertz (MHz) indicates the speed at which the data is processed. Many of the processors in today's printers are RISC (reduced instruction set computing) processors, which are designed for faster processing. Note that some printers are host-based; that is, they use the host computer's CPU to perform processing.
- B. Memory Capacity (Standard/Maximum):** The printer's standard memory, with which the device is shipped, and maximum memory capacity, available through optional memory expansions or upgrades, most often in the form of a SIMM (single in-line memory module) or a DIMM (dual in-line memory module). A single SIMM (16 MB) provides a computer's central processor with a 32bit path to its memory chips, while a single DIMM (32 MB) provides the

central processor with a 64-bit path. Memory is expressed in Kilobytes (KB) or Megabytes (MB).

- C. Print Management Software** - Identifies software programs used for managing print functions that come standard with the printer.
- D. Energy Star®** – a program created by the U.S Environmental Protection Agency (EPA) and the U.S Department of Energy (DOE) to promote the purchase of energy efficient equipment. EnergyStar features (also referred to as energy saving or power management features) are specified in the Memoranda of Understanding (MOUs) between the EPA and equipment manufacturers. Such specifications include but are not limited to such equipment characteristics as energy saving features available and power consumption limits for each equipment modes. Compliance with EnergyStar specifications implies compliance with **all** the requirements set in the most current MOU.
- E. “Smart Chips”** - Any computer code or any other design element that would:
- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
 - Permit access to the equipment to cause disablement or impairment.

4.48.2 Additional Energy Star Definitions

- A. Low-power/Sleep Mode** – The condition that exists when the product is not producing hard copy output or receiving hard copy input and is consuming less power than when in a standby mode. In the transition from Sleep Mode to Active Mode, there may be some delay in the production of hard copy output, however there shall be no delay in the acceptance of information from a network or other input sources. The product enters this mode within a specified time period after the last hard copy output was produced. To measure equipment energy consumption in the low-power mode bidders **must** utilize the standard methods included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.
- B. Off Mode** – The condition that exists when the machine is connected to an appropriate electrical source and a user has manually turned off the power switch on the product. This condition, in some products, may also be reached through an automatic shut-off switch that is internal to the product. When measuring power in this mode, control equipment for remote servicing can be excluded. To measure equipment energy consumption in the off mode bidders **must** utilize the standard methods included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.
- C. On/Standby Mode** - The condition that exists when the product is not producing hard copy output or receiving hard copy input and is consuming less power than when producing such output or receiving such input. The transition from Standby Mode to Active Mode should cause no noticeable delay in the production of hard copy output. To measure equipment energy consumption in the on/standby mode bidders **must** utilize the same standard methodology as that used for the low-power mode with one modification - all automatic power-down features should be disabled for the duration of the test. The methodology is included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.

SECTION 4
CATEGORY 2

PART III - COST REQUIREMENTS

4.49 TAX EXEMPTION. The Eligible Entity and the Commonwealth certify that the equipment to be acquired under this Statewide Contract will be used for necessary governmental purposes and will be exempt from all taxes presently assessed and levied with respect to personal property. Therefore, all invoices and contract documents must not include a sales tax entry. In the event the use, possession or acquisition of the equipment is found to be subject to taxation or other governmental charges, the Eligible Entity will pay such taxes or charges.

4.50 PRICE OF EQUIPMENT. All equipment, accessories and service/maintenance pricing information **must** be entered on the applicable Equipment Cost Sheet (**Attachment 2A through 2D**). All bidders must complete an individual cost sheet for each piece of equipment offered within each volume band. Equipment bids **must** be stated in terms of purchase price, lease, and rental prices.

The net cost on each cost sheet should reflect the percentage (%) off discounts off of suggested retail prices presented on **Attachment 2A through 2D** for base equipment, equipment accessories, network accessories, equipment parts and consumable supplies.

Outright Purchase, Term Lease and Rental costs for each proposed model submitted **must** include the following:

- Minimum Standard Configuration (see Part 3 Technical Specifications and Equipment Cost Sheet **Attachment 2A through 2D**)
- Minimum of **12 month** Equipment Warranty Period
- Bidders are required to include a startup set of supplies **for all equipment**. These **startup supplies must include 3 each toners, for color equipment 3 toners of each color, upon initial delivery of the equipment.**

All equipment costs **must** not include service/maintenance or supply costs. All costs must include all custom duties and charges and be net F.O.B. destination including installation, operational instruction/training of personnel, and one complete copy of the instruction manual.. If an Eligible Entity does not need installation or operational training of personnel then the Eligible Entity must be able to remove the cost from the equipment cost sheet.

4.51 SERVICE/MAINTENANCE PRICING. All maintenance plans must be completed as detailed on **Attachments 2A through 2D** with the percentage (%) off a dated material/parts catalog provided for time & material service plans. **The Dated Parts Catalog that will be used for the first 24 months must be submitted as part of Bidder(s) response. The percentage (%) off will remain firm for the term of the Contract and the Dated Catalog may be updated yearly on the anniversary date after the initial 24-month term.**

The following items are included but not limited to in all full service yearly maintenance agreements:
(1) All parts, (2) Labor, (3) Preventive Maintenance

4.52 EQUIPMENT SUPPLY PRICING. Pricing for equipment supplies **must** be submitted on **Attachments 2A through 2D**. All bids must include a Manufacturer's Dated Price List, a percent discount and net prices. The Dated Catalog that will be used for the first 24 months must be submitted as part of your response. The percentage (%) off will remain firm for the term of the Contract and the Dated Catalog may be updated yearly on the anniversary date after the initial 24-month term.

SECTION 4
CATEGORY 2

PART IV - EVALUATION METHODOLOGY

4.53 EVALUATION AND AWARD OF CONTRACT Responses will be evaluated and awards made which will represent "The Best Value to the Commonwealth of Massachusetts." Awards will be made based on, but not limited to:

- Total Cost of Ownership for Equipment (Equipment Costs, Service/Maintenance Costs and Supply Costs.) (**Attachment 2A through 2D**)
- Authorized Sales & Service Reseller Information (**Attachment 5**)
- Affirmative Market Partnerships
- Environmental Initiatives
- Business Specifications
- Desirable Specifications

The Commonwealth of Massachusetts will make the following maximum limited multiple number of awards per category and sub-categories as detailed below;

Category and Sub-Category	Maximum Number of Awards
Category 2, Sub-Category 2A	5 Awards
Category 2, Sub-Category 2B	5 Awards
Category 2, Sub-Category 2C	3 Awards
Category 2, Sub-Category 2D	3 Awards

The Commonwealth reserves the right to render more or less than the identified maximum number of awards in a particular category(ies) and/or sub-categories in the event that the Commonwealth's needs are not sufficiently covered by the awarded qualified Bidders. During the first year, the PMT reserves the right to, without duplication of manufacture brand and subject to the Bidders acceptance, to award additional Bidders in the order of the evaluation scores. The Bidder **must** accept all the terms and conditions of the RFR with the contract term concurrent with the original contract term. If more than a year has past or the original list of Bidders is exhausted then the OSD Contract Manager and PMT reserve the right to allow an open enrollment period during the contract term for one or more categories and/or sub-categories.

SECTION 4
CATEGORY 2

PART V - PERFORMANCE REQUIREMENTS

4.54 INTRODUCTION. The Commonwealth is endeavoring to deliver the best value Contract to facilitate the needs of our customers. However, it is important to measure the Contractor's performance to ensure that the Contract is in compliance with what has been requested and what the Contractor has offered in this RFR. The Commonwealth recognizes that it is important to establish a partnership with the Contractor but the Commonwealth must put in place performance requirements to safeguard and ensure Contract performance.

4.55 PERFORMANCE MEASUREMENTS. The PMT has established the following criteria to monitor bidder performance for this contract. The measurement will be satisfactory or unsatisfactory. The following sections of specific performance areas will be subject to measurement:

4.55.1 Customer Satisfaction. It is required that the Contractor maintains customer satisfaction in the following areas:

- Customer Service: Include but not limited to timely response to shipping or billing inquiries. Service response by technicians as detailed in the RFR.
- Sales Support in presenting the contract terms and conditions including accurate price quotes to an Eligible Entity.
- Technical Support for equipment and network support

4.55.2 Equipment Performance. In the event that any equipment is inoperative due to equipment failure, through no fault or negligence of the Eligible Entity, and the total number of hours of downtime exceeds five percent (5%) of the total productive use of time for three consecutive calendar months, the Eligible Entity reserves the right to require a Contractor to replace the equipment or terminate the order with no termination or removal charges being assessed to the Eligible Entity. The Contractor will be notified in writing of the deficiency. After such notice, the Contractor must remove and replace the defective product(s) within ten (10) business days, at no cost to the Eligible Entity. Failure to respond in good faith may result in termination of the contract.

The effectiveness level for any equipment is computed by the formula: subtract the total number of downtime hours divided by the total productive time in the month. Total productive time shall be computed by multiplying 8 hours per day by the number of business days in the month (weekends, Federal and State Holidays excluded). Bidder shall supply a complete repair history on an as needed basis to the Commonwealth Eligible Entity using the equipment.

It is understood that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the Commonwealth.

4.55.3 Replacement of Unsatisfactory Equipment. Any Contractor shall grant a credit to the Eligible Entity for any equipment, which fails to perform at an effectiveness level of ninety five percent (95%) during any month, or out of service for more than three consecutive days. The purchase option credits for the replacement equipment shall be not less than the credits accrued from the date of installation of the original equipment, regardless of whether the replacement is made at the request of the Eligible Entity or for the convenience of the contractor.

4.55.4 Report Compliance. Awarded Contractors will be required to satisfy all reporting requirements within this RFR in the agreed format on a semi-annual basis and/or as requested.

4.55.5 Affirmative Market Program Compliance. Commitments made by each of the awarded bidders will be monitored and incorporated in each bidder's performance measurement criteria. Measurement criteria are to be determined according to each individual bid proposal.

4.55.6 Account Manager. It is required that the Contractor's Account Manager facilitates the needs of this Contract. The Contractor must replace an Account Manager when requested by the OSD Contract Manager. The OSD Contract Manager, in concert with the PMT, will monitor the performance of the Contractor(s) on an ongoing basis.

4.55.7 Complaints. It is required that Contractors accept the provisions of this RFR in its entirety. Complaints may be generated and submitted in writing to the Contractor Manager by Eligible Entities and other bidders.

The OSD Contract Manager and PMT may also submit complaints in writing to contract bidders for immediate resolution pertaining to any condition of compliance with contractual provisions.

Immediate attention and resolution given to complaints and the number of complaints filed will be the criteria used for measuring performance in this section.

4.56 UNSATISFACTORY PERFORMANCE REMEDIES. Failure to maintain a satisfactory rating yearly or per written incident will result in a negotiated penalty between the OSD Contract Manager, PMT and Contractor. The following is a list of penalties for unsatisfactory performance which the OSD Contract Manager and the PMT may utilize dependent upon the degree of unsatisfactory performance. This list is only an example and does not limit the OSD Contract Manager and PMT from creating additional penalties more appropriate for the individual situation.

- Free Service maintenance for the Eligible Entity(ies) affected by the unsatisfactory service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor.
- Free Supplies for the Eligible Entity(ies) affected by the poor service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor.
- Service value credit per incident, per piece of equipment for non-performance.
- Suspend the Contractors ability to sell equipment in one or more categories.
- Terminate the Contractors contract in one or more categories.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.

Contractor performance will be measured on an annual basis or as determined by the OSD Contract Manager and PMT. If a Contractor has not performed as required by the contract terms and conditions, action shall be taken to determine contract suspension, extensions and/or contract termination. Satisfactory performance rating is one element utilized in the decision process for renewals.

SECTION 4
CATEGORY 2

PART VI - SUBMISSION REQUIREMENTS

Bidders must submit one (1) original hard copy signed in **blue ink** and three (3) copies of the response of which one of the copies must be sent directly to the Buyers Laboratory, Inc. as indicated in section 2.11.1. It is desirable that a copy of your cost **Attachments 2A through 2D** be submitted on 3.5" diskette in the appropriate Excel File, along with all the appropriate mandatory forms as indicated within the Request for Response. Please submit your complete bid submission to the following contact and address:

Robert Guerard
Procurement Team Leader Office Recreational and Educational Supplies and Services.
Operational Services Division, 10th Floor, Room 1017
One Ashburton Place, Boston, MA 02108-1552

- All responses **must** be submitted in a sealed envelope clearly marked with “**RFR #OFF16**”, the **opening date and the time on the face of the outer mailing envelope**.
- Bidders must include a letter of intent, as the cover to the bid submission, detailing the Category(ies) and Sub-Category(ies) being submitted for evaluation.
- Bidders must then submit **all** the necessary **attachments** in alphabetical order by Category and Sub-Category. Include all necessary equipment specifications behind each cost sheet attachment.
- The executed **Standard Contract Form must** be signed by the authorized signatory.
- The following required forms referenced below **must** be downloaded from Comm-PASS website and submitted by all Bidders. If a Bidder is going to bid multiple categories, the Bidder is required to submit one (1) original signature (**blue ink**) set provided the information is appropriate for all categories bid. The Affirmative Market Plan Form is the only form that would need to be submitted multiple times if the AMP Plan is different for each category or individual partnership. **These forms are available at [OSD Forms](#):**
- **[STANDARD CONTRACT FORM](#)**
- **[COMMONWEALTH OF MASSACHUSETTS TERMS AND CONDITIONS](#)**
- **[VERIFICATION OF TAXATION REPORTING INFORMATION \(W9\)](#)**
- **[AFFIRMATIVE MARKET PLAN FORM](#)**
- **[AFFIRMATIVE ACTION PLAN FORM](#)**
- **[CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM](#)**
- **[AUTHORIZATION FOR ELECTRONIC PAYMENT BY INTERNET \(LINK\)](#)**
- **[NORTHERN IRELAND NOTICE AND CERTIFICATION FORM](#)**
- **[PROMPT PAYMENT DISCOUNT FORM](#)**
- **All additional Attachments can be found under a separate file on Comm-PASS where the [Request for Response #OFF16](#) is located.**
- Bidders **shall not** include in their response original or in the extra copies, the text pages of this document (e.g. pages 1-18), but include only the completed Cost Attachments in alphabetical order for those Categories being bid, along with all other appropriate Attachments in alphabetical order and any applicable documentation.
- In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all bids **must** be submitted on recycled paper, with a minimum post-consumer content of 30% and be indicated accordingly on at least one prominent page. All copies should be printed double sided. Unless absolutely necessary, all copies should minimize or eliminate use of non-recycled or non re-usable material such as plastic report cards, plastic dividers, vinyl sleeves and GBC binding. Three ring binders, glued materials, paper clips, paper dividers, and staples are acceptable.

SECTION 5
CATEGORY 3

PART I - BUSINESS SPECIFICATIONS

5.1 INTRODUCTION. All specifications in this section apply to all bidders for equipment, supplies and service who receive an award resulting from this RFR. The responses, as submitted, **must** meet or exceed all of the specifications contained within this RFR. All bidders must meet the minimum levels of specifications within this RFR. If the bidder can exceed the minimum requirement, **evaluation** points **may be** accessed, per specification, depending on the level of added value. This may contribute to the overall evaluation of a bidder's performance.

5.1.1 Years in Business. All Bidders **must** have been in business for at least three (3) years preceding the release date of the RFR. Points **may** be awarded based upon the number of years in business greater than three (3) years.

5.2 AUTHORIZED SALES & SERVICE RESELLER INFORMATION. (Attachment 5) The bidder **must** provide the PMT with the current number of authorized sales support, service technicians and customer support personnel that would be utilized in support of the contract statewide. If an OEM Manufacturer is utilizing authorized dealers for coverage statewide the Manufacturer **must** indicate which County(ies) the authorized dealer will support for sales, service and customer support utilizing Attachment 5. The OSD Contract Manager and PMT may require an updated Attachment 5 at anytime during the term of the contract.

5.3 DELIVERY. Contractor(s) **must** be able to deliver equipment, supplies and have service available statewide.

The Contractor(s) shall furnish equipment within fifteen (15) to twenty (20) business days after receipt of written order or a delivery time mutually agreed upon by the Eligible Entity and the Contractor. Contractors **must** notify the Eligible Entity in advance of delivery of equipment so that the Eligible Entity can make necessary delivery and installation arrangements. Delivery of Category 3 startup supplies **must** be made upon delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the Eligible Entity in reference to a Purchase Order Number. If there is a discrepancy between the purchase order and what is listed on the contract, it is the Contractor's obligation to seek clarification from the Eligible Entity and, if necessary, from the OSD Contract Manager.

All deliveries and installation work shall be performed during regular working hours, usually 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. Changes thereto may be granted with written approval of the Eligible Entity. Any delivery required to be performed after working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations and agreeable to both the Contractor and the Eligible Entity, shall be performed without additional expense to the Commonwealth. The Contractor shall obtain prior approval from the Eligible Entity for performance of work after regular working hours or non-regular workdays at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of delivery, and in accordance with good commercial practice. **If installation is required**, Contractors will be responsible for the removal of all package material from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to show the name of the Contractor/Manufacture's, name and address of receiving Eligible Entity and Purchase Order number.

Equipment provided **must** be strictly in accordance with those contained in contract award. Eligible Entities are authorized to order and Contractors are authorized to ship only those items approved and on contract. If a review of orders placed by any Eligible Entity reveals that items other than those approved and on contract has been ordered and delivered, the OSD Contract Manager will take such

steps as are necessary to have the items returned by the Eligible Entities, regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Violation may result in the suspension of the offending Contractor for a period determined by the OSD Contract Manager and PMT

5.3.1 Equipment Confirmation Form. The Eligible Entity and the Contractor must complete the equipment confirmation form prior to issuing an order. Contractors **may not** require an Eligible Entity to execute any additional documents or paperwork for an outright purchase, term lease or rental. Any additional documents or paperwork executed by an Eligible Entity and/or Contractor will be considered void.

5.4 INSTALLATION. If installation is required by an Eligible Entity, Contractor(s) **must** be able to provide installation for all equipment statewide. If an Eligible Entity does not require installation then the Eligible Entity must be able to deduct the line item cost for installation from the specific equipment cost sheet. Contractor(s) **must** agree, if requested, to install and have equipment ready to operate, pursuant to the manufacturer's installation policy, within thirty (30) days of delivery or within an agreed upon timeframe agreed to in writing by the Eligible Entity and the Contractor.

If the Eligible Entity requests installation the Contractor **must** affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment. If installation is not requested by the Eligible Entity, the Contractor **must** supply the Eligible Entity with a label or a decal, at time of delivery, showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty services of the equipment.

If installation is required, it will be the Contractor's responsibility prior to delivery, to survey and review the particular installation location to ensure the existing proposed location meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the ordering Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

In the event that a mutually agreeable location for the equipment, meeting the manufacturer's established installation criteria, is not available, the Contractor must not deliver the equipment and will request the Eligible Entity to cancel the order with no further obligations. Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with a delivery location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.

All equipment sold in this category **must** be delivered (and, if necessary, installed) with the EnergyStar or similar power management features enabled. All equipment with duplexing capabilities **must** be delivered and installed with duplexing set as the default mode.

If an Eligible Entity does not need installation services from the Contractor then the Eligible Entity will be responsible to install the equipment. The Eligible Entity **must** indicate on the equipment confirmation form whether installation is required or not upon delivery.

5.5 TRAINING & TECHNICAL SUPPORT SERVICES. If necessary and requested, upon delivery and installation of specified equipment, Contractors and/or authorized reseller **must** agree to provide basic operational training to personnel designated by the Eligible Entity. If specific technology training is necessary to operate the equipment on a network the cost of the training can be negotiated between the Eligible Entity and the Contractor. If basic operational training is not requested upon delivery, the Eligible Entity **must** be able to deduct the line item cost for training from the specific equipment cost sheet.

The Contractor **must** agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Eligible Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractors equipment.

Any such training performed upon delivery or at any point throughout the duration of the contract **must also** include information on all environmental features of each item, including but not limited to:

energy efficiency modes and their operation, double sided copying operations and double sided default programming, extent to which any supplies and other packaging may be returned to the contractor for recycling, remanufacturing, and the environmental and economic benefits of these features. It is **desirable** that Bidders develop a fact sheet and/or brochure to leave with Eligible Entities concerning these environmental and other training issues.

5.6 SERVICE MAINTENANCE FOR PURCHASED OR TERM LEASE EQUIPMENT. The Bidder **must** offer both time (hourly rate) & material costs as well as a yearly costs which includes all materials necessary to repair and maintain equipment for **both 4-Hour and Next Day Service Response Plans** as detailed below. Please indicate all service plan costs on the appropriate cost sheet attachment.

The Contractor **must** respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment. Transportation expenses **will not** be reimbursed by the Eligible Entity and for those Eligible Entities who select the time and material maintenance option the “clock” starts when the service technician arrives at the proper location where the equipment is located and in need of service.

If the Eligible Entity selects service, the Eligible Entity may select from one of the following options:

5.6.1 4-Hour Service Response Plan. Contractor **must** send a qualified service technician to repair the equipment within **four (4) hours** of the service call and **must** repair the equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through Friday, Weekends and Holidays).

5.6.2 Next Day Service Response Plan. Contractor **must** send a qualified service technician to repair the equipment within the **next business day** of the service call and **must** repair the equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through-Friday, Weekends and Holidays).

5.6.3 Additional Service Requirements for 4-Hour and Next Day Response Plans. Drum replacement, toner collection bags or any items that need to be maintained by a service technician are to be included and considered part of the full service maintenance plan, and **must** be replaced at no charge to the Eligible Entity. Routine consumable supplies **shall be** billed separately from service payments.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.
- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.

- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

5.7 SERVICE MAINTENANCE OF RENTED EQUIPMENT. All maintenance, repairs, labor and parts necessary to keep Rented equipment in good working order shall be the responsibility of the Contractor as part of the Rental at no additional expense to the Eligible Entity. If the Rented equipment includes licensed software, the Contractor shall provide software support as specified in this RFR. The Contractor **must** respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment. For the purposes of this section, the two hours shall begin to run from the time the Eligible Entity “places” the service call, which shall be the time a telephone call is received by Contractor service personnel directly, the time a fax is confirmed received or the time of a service call message left on an answering service.

The Contractor **must** send a service technician to repair the equipment dependent upon which level of service, **4-Hour or Next Day Service**, the Eligible Entity has selected, as described in **Section 5.6**, when agreeing to the rental of equipment.

All return service calls and on-site responses shall be made during Eligible Entity business hours. Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hour Service (after 5:01 P.M. E.S.T. Monday-Friday, Weekends and Holidays).

Drum replacement, toner collection bags or any items that need to be maintained by a service technician are to be included and considered part of the rental, and must be replaced at no charge to the Eligible Entity. Routine consumable supplies shall be billed separately from Rental Payments.

Deductions of rental charges will be made on the basis of 1/30th of the monthly rate for each day the equipment is inoperative after the allowable time for repair or replacement.

5.8 LOANER EQUIPMENT. Eligible Entities have the option to exercise the request for loaner equipment if the existing downed equipment necessitates off-site repair. The loaner equipment **must** be of comparable or better production capability and **must** be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training **must** be completed within eight (8) business hours from the time a service technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity.

5.9 SECURITY DEPOSIT OR ADDITIONAL INSURANCE. A Contractor **may not** charge an Eligible Entity a security deposit or additional insurance for any commodity or service under this Statewide Contract.

5.10 EQUIPMENT AND CONTRACTOR WARRANTIES. Contractors **must** provide a minimum of **12-month warranty** that includes all parts and labor on all equipment on Contract. It is **highly desirable** that Contractors offer a **warranty period** greater than the minimum at no additional cost. All manufacturer warranties will be passed through and shall be available to the Eligible Entity. A Contractor hereby irrevocably appoints a contracting Eligible Entity its agent and attorney-in-fact during the Term Lease or Rental Term of every item of equipment, so long as the Eligible Entity shall not be in default hereunder, for the sole purpose of asserting from time to time whatever claims and rights, including warranties of the Equipment, which the Contractor may have against the manufacturer of the equipment. Rented equipment may be new, used or remanufactured. However, if the rented equipment is used or remanufactured, the rented equipment shall meet all manufacturer’s published performance standards, and all other performance standards in this RFR.

5.11 USE OF THE EQUIPMENT. Eligible Entities will not install, use, operate or maintain the Purchased, Leased or Rented equipment under this Contract improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Contract. Eligible Entities

shall provide all permits and licenses, if any, necessary for the installation, operation and use of the equipment. Where an Eligible Entity is required to or exercises any right that it may have to return any item of equipment under the terms and conditions of this Contract, the Eligible Entity shall return the equipment in a condition which will permit the Contractor to be eligible for the manufacturer's or supplier's standard maintenance contract without incurring any expense to repair or rehabilitate the equipment, normal wear and tear for the term of the Term Lease or Rental is excepted. An Eligible Entity shall keep the equipment acquired under this Contract through Term Lease or Rental free from levies, liens and encumbrances.

5.12 RELOCATION OF EQUIPMENT. If necessary, an Eligible Entity will not move or relocate Contractor installed equipment without prior notice to and approval by the Contractor, which shall not be unreasonably withheld. The Contractor and Eligible Entity shall negotiate whether the Eligible Entity or Contractor shall move the equipment, provided however, that the Contractor's approved movement of the equipment by the Eligible Entity shall not void or affect any warranties or other responsibilities of the Contractor under this Contract. The Eligible Entity shall be responsible for any costs for restoring the equipment to its original performance including payments to the Contractor if the Contractor requires performance of on-site installation. The Contractor can not charge an Eligible Entity for costs associated with relocation, reinstallation and confirmation that the equipment is operational if the relocation is located within the Eligible Entities same facility/complex. The Contractor may negotiate with the Eligible Entity for costs associated with relocation of the equipment, reinstallation and confirmation that the equipment is operational for relocation outside the Eligible Entities facility/complex. The following are some examples of costs that are negotiable between the Eligible Entity and Contractor: special rigging needed for relocation delivery, stairway delivery for a location with no elevator access for relocation. The Eligible Entity shall not be responsible for damage caused by the Contractor during relocation of the equipment by the Contractor and the Contractor shall be responsible for any additional costs associated with restoring the equipment to its original performance. Costs for relocation of equipment must be paid for separately by the Eligible Entity as an additional service cost.

5.13 PERSONAL PROPERTY, USE AND INSPECTION. All Term Lease or Rented equipment under this Statewide Contract shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may be, or may hereafter become, in any manner affixed or attached to real property. A Contractor hereby covenants that its agents and assignees, will not interfere with all Eligible Entity's use of the equipment during the Term Lease or Rental so long as the Eligible Entity is not in default under a Term Lease or Rental. A Contractor shall have the right by appointment at a reasonable time during business hours to enter into and upon the property of an Eligible Entity for the purpose of inspecting the equipment.

5.14 TITLE, LIABILITY, RISK OF LOSS AND INSURANCE. An Eligible Entity shall not hold title to equipment under a Term Lease or Rental. The Contractor (and its insurers, if any) shall bear all risk of loss to the equipment. The Contractor shall hold title to all items of equipment and be fully responsible for the risk of loss and insurance costs for any loss, damage or liability associated with the equipment. The Eligible Entity shall be liable for loss or damage to the equipment due to the negligence of the Eligible Entity, theft by a state employee or for damage due to nuclear reaction, nuclear radiation or radioactive contamination arising out of the use by an Eligible Entity of radioactive materials. The Commonwealth is self-insured and an Eligible Entity shall not be obligated to purchase separate insurance for any Term Lease or Rental. Limitations of liability contained in any documentation submitted by a Bidder or a Contractor under this RFR or under any Term Lease or Rental executed by an Eligible Entity shall be deemed void.

5.15 REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT. The Contractor agrees that all Outright Purchase, Term Lease or Rented Equipment shall be operational and perform in accordance with standard equipment performance specifications and warranties for the equipment.

The Contractor also agrees that since the equipment purchased, Leased or Rented is essential for Eligible Entity operations, that neither an Eligible Entity nor the Commonwealth will have any

obligation to continue to pay Term Lease or Rental payments for defective Equipment that can not be repaired or replaced by the Contractor within the required periods outlined in this RFR.

Contractors shall repair any defective equipment in accordance with standard performance specifications and warranties for that equipment. Contractors shall be responsible for all repair and equipment defects and failures during the term of the Term Lease or Rental. In addition to this coverage, all equipment shall be covered by the manufacturer's standard warranties for that equipment. If the equipment cannot be repaired within the required periods outlined in this RFR, the Contractor shall immediately replace the equipment with identical or comparable equipment. The Contractor shall be responsible for all transportation, shipping, delivery, installation costs and other costs associated with the replacement of defective equipment. The Contractor may not charge a fee, penalty or increase the Term Lease or Rental payments for replacement of defective equipment with identical or comparable equipment. If the equipment replacement must be different equipment due to a defect in the model of the original equipment, then it is the responsibility of the Contractor to honor the original Term Lease, Rental or Purchase cost of the original equipment. The Contractor is required to deliver the "Startup" Supplies defined in this RFR as well as provide a credit and pick-up for the supplies purchased for the prior defective equipment.

If the Contractor is unable to provide identical or comparable replacement equipment for the defective equipment within a reasonable time, the Eligible Entity may terminate the Term Lease or Rental and negotiate the Term Lease or Rental of Equipment from another Contractor. The Contractor shall be obligated to remove the defective equipment at no cost to the Eligible Entity. The Contractor may not penalize the Eligible Entity, accelerate Term Lease or Rental payments or make any additional charges for the termination of a Term Lease or Rental of defective equipment that cannot be repaired or replaced by the Contractor.

Equivalent loaner equipment of comparable or better production capability **must** be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training **must** be completed within eight (8) business hours from the time a service technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity.

5.16 UPGRADE OR REPLACEMENT OF NON-DEFECTIVE EQUIPMENT DURING PERIOD OF TERM LEASE OR RENTAL. During the period of a Term Lease or Rental an Eligible Entity and the current Contractor may negotiate an upgrade to or replacement of equipment with a newer model, higher performance or equipment better suited to the Eligible Entities business needs. The Eligible Entity shall not be charged any penalties, an acceleration of Term Lease or Rental fees, or other charges for a negotiated upgrade or replacement of contract equipment. If there is a balance on the term lease or rental of the current equipment prior to an upgrade or replacement request, the Eligible Entity and the current Contractor must negotiate the "buyout" cost that would be incorporated in the term lease or rental payment of the upgrade or replacement equipment. If all parties agree to the "buyout" costs and the "buyout" costs are depicted on the equipment confirmation form of the upgrade or replacement equipment then it is accepted. The removal of the existing equipment and the delivery of the upgrade or replacement equipment will be at no charge to the Eligible Entity.

The Eligible Entity and the current Contractor **may not** negotiate (even if requested by an Eligible Entity), as part of a Term Lease or Rental, for an "option" for an upgrade or replacement which requires the Eligible Entity to pay a higher Term Lease or Rental price or a premium for the availability of the "option" during the Term Lease or Rental Term than the Eligible Entity would have paid without the option. Failure of the current Contractor to adhere to this requirement shall be considered a material breach and the current Contractor shall be required to reimburse to the Eligible Entity or the Commonwealth any amounts paid for such an option that exceeded the amount of the Term Lease or Rental payments without such an option.

5.17 MODIFICATION OR ALTERATION OF EQUIPMENT BY ELIGIBLE ENTITY. Upon prior written approval of the Contractor, an Eligible Entity shall have the right at its own cost and expense (which

may be included under the Term Lease or Rental) of making additions, modifications or improvements to the equipment which will be included under the terms of the Term Lease or Rental as part of the equipment, provided, however that:

- such remodeling, additions, modifications or improvements shall not in anyway damage the equipment, cause the equipment to be used for purposes other than those authorized under the constitutional provisions and laws applicable to Eligible Entity, or adversely affect the Contractor's title to, or the validity or perfection of any security interest of the Contractor in, the Equipment; and
- the equipment, as improved (or altered upon completion of remodeling, additions or modifications made) shall be of a value not less than the value of the equipment immediately prior to the remodeling or the making of such additions, modifications or improvements; and
- an Eligible Entity may not permit any mechanic's or other lien to be established or remain against the equipment for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications or improvements so made by Eligible Entity or for any other reason without the Contractor's prior written consent; and
- the equipment warranties on the original equipment must remain valid and;
- the Eligible Entity and Contractor shall renegotiate any modifications to the Term Lease or Rental payment amounts to reflect the additions, modifications or improvements.

5.18 PROHIBITION OF TERM LEASE RENEWALS AND RETURN OF EQUIPMENT AT END OF TERM.

At the termination of a Term Lease the Term Lease **may not** be renewed or otherwise extended under its original terms and rates. In the rare event that a Term Lease needs to be extended for any reason, the Contractor and Eligible Entity **must** renegotiate a short term, Term Lease that reflects the depreciated value of the equipment. A Contractor's renewal of a Term Lease, even at the request of an Eligible Entity, without re-negotiation and reduction of the Term Lease price shall be considered a material breach by the Contractor and the Contractor shall be obligated to reimburse the Commonwealth for all Term Lease payment amounts made by an Eligible Entity which exceed the amounts that would have been charged under a re-negotiated and reduced Term Lease. It is presumed that all Term Leases negotiated under this RFR are temporary and that all Leased equipment will be returned at the end of the Term Lease. It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

5.19 PROHIBITION OF RENTAL RENEWALS AND RETURN OF EQUIPMENT AT END OF TERM.

At the termination of a Rental Term which has run a maximum of six (6) total accrued months, that Rental **may not** be renewed or otherwise extended under its original terms and rates. In the rare event that a Rental Term needs to be extended for any reason, the Contractor and Eligible Entity must renegotiate the Rental as a short term, Term Lease which reflects the value of the equipment, and which represents a reduced rate as compared to the Rental rate. A Contractor's renewal of a Rental Term past the maximum of six (6) total accrued months, even at the request of an Eligible Entity, without re-negotiation and reduction of the Rental price to a short term Term Lease price shall be considered a material breach by the Contractor and the Contractor shall be obligated to reimburse the Eligible Entity for all Rental payment amounts made by an Eligible Entity which exceed the amounts that would have been charged under a re-negotiated short term, Term Lease. It is presumed that Rentals negotiated under this RFR are temporary and that all Rented equipment will be returned to the Contractor at the end of the Rental Term. . It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the

Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

5.20 OUTRIGHT PURCHASE OF TERM LEASE EQUIPMENT AT END OF TERM LEASE. It is presumed that all Term Lease negotiated under this RFR are temporary and that all Term Leased equipment will be returned to the Contractor at the end of the Term Lease. Early buy-out or purchase options during the period of the Term Lease may not be negotiated as part of any Term Lease. However, in the rare event the Eligible Entity wishes to purchase the equipment during the Term Lease, or at the end of the Term Lease, instead of returning the equipment, the Contractor and Eligible Entity may negotiate the **fair market value** of the equipment at the time of purchase. The Eligible Entity shall not be obligated to pay any additional Term Lease payments, fees, acceleration of payments, penalties or other charges in addition to the fair market value of the equipment.

5.21 APPROPRIATION/FUNDING OF TERM LEASE OR RENTAL PAYMENTS. Appropriation/Funding for expenditures by Eligible Entities of the Commonwealth, and authorizations to spend for particular purposes, are made on a fiscal year basis. The fiscal year of the Commonwealth is a twelve-month period ending June 30th of each year. The obligations of the Eligible Entities under this Term Lease or Rental for each and every fiscal year following the fiscal year in which a Term Lease or Rental is executed are subject to the appropriation to the Eligible Entities of funds sufficient to discharge the Eligible Entities' obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of the Term Lease or Rental. The Commonwealth will not be obligated to appropriate funds for payment of Term Lease or Rental payments.

An Eligible Entity seeking to terminate a Term Lease due to non-appropriation is required to notify the Contractor with written notice in a timely manner detailing the funding situation. The following are some points the Eligible Entity may want to address within the written notice to the Contractor:

- Eligible Entity has exhausted all funds legally available from other sources for the payment of all or Term Lease Payments with respect to such equipment;
- Eligible Entity properly and in a timely manner requested sufficient funds to satisfy the obligation due under the Term Lease with respect to such equipment in the fiscal period for which funds were not appropriated and Eligible Entity diligently pursued and exercised best efforts to obtain such funds from the governing body which controls such appropriation;
- Funds have not been budgeted or appropriated to Eligible Entity and funds will not be extended by Eligible Entity during the first fiscal period following an event of non-appropriation for which funds have not been appropriated hereunder to Term Lease or otherwise acquire equipment or services performing functions similar to that of the terminated equipment.

Upon occurrence of such non-appropriation, and the satisfaction of all of the conditions to Eligible Entities right of termination, including written notice of termination, an Eligible Entity shall not be obligated to make payment of any Term Lease Payments with respect to the terminated equipment through any fiscal period for which funds have not been so appropriated.

An Eligible Entity agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the Contractor promptly when it appears certain these will not be obtained. An Eligible Entities obligation under a Term Lease or Rental is severable and the cancellation of an Eligible Entities obligations under a particular Term Lease or Rental due to non-appropriation shall not affect the obligations of the remaining Eligible Entities, nor will such cancellation affect such Eligible Entities obligations under any other Term Lease or Rentals to which it is a party.

It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each

day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

Note: The intercept by the Commonwealth of any Contractor Term Lease or Rental payment(s), timely issued by an Eligible Entity, to reimburse the Commonwealth for an outstanding debt of the Contractor to the Commonwealth shall not be deemed or considered a default by the Eligible Entity under a Term Lease or Rental.

5.22 TERM LEASE OR RENTAL OBLIGATIONS NOT A DEBT. A Contractor and an Eligible Entity understand and intend that the obligation of the Eligible Entity to make Term Lease or Rental payments shall constitute a current expense from lawfully appropriated funds or other legally available funds and shall not in any way be construed to be a debt of the Eligible Entity or the Commonwealth in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Eligible Entities, nor shall anything contained herein constitute a pledge of tax revenues or funds of the Eligible Entity or the Commonwealth.

5.23 EARLY TERMINATION OF TERM LEASE OR RENTAL. The term for a Term Lease or Rental shall terminate upon the earliest of the following events:

- Full payment of all Term Lease or Rental payments. Following the termination of a Term Lease or Rental an Eligible Entity shall make arrangements to have the equipment returned to the Contractor at no cost to the Eligible Entity, or in the alternative negotiate an outright purchase of the equipment at a negotiated fair market value price as a separate transaction from the Term Lease or Rental.
- A default by the Eligible Entity or the Contractor and a decision by the other party to terminate the Term Lease or Rental.
- Termination by the Commonwealth as provided in the Commonwealth's Terms and Conditions.
- It is the responsibility of the Eligible Entity to schedule the return of the Term Leased or Rental equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

5.24 CONDITIONS FOR ELIGIBLE ENTITIES EARLY TERMINATION OF RENTAL. It is presumed under this Statewide Contract that Rentals of equipment shall be made on a monthly basis and can be cancelled at will, without penalty, by an Eligible Entity upon proper notice to the Contractor. An Eligible Entity may terminate a Rental without cause prior to the scheduled end of the Rental Term by providing prior written notice of at least fifteen (15) calendar days to the Contractor. The notice shall specify the date that the Contractor can remove the equipment during normal business hours or a timeframe mutually agreed upon by the Eligible Entity and Contractor. The Eligible Entity shall be responsible for all rental payments prior to the pick-up date specified in the notice for equipment removal. . It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

5.25 REPLACEMENT OF EQUIPMENT AFTER A DEFAULT. In the event an Eligible Entity defaults under a Term Lease or Rental and returns the equipment to the Contractor, the Eligible Entity shall not be prohibited from acquiring the same or similar equipment from another Contractor during the period of the former Term Lease or Rental agreement. It is recommended that the Eligible Entity offer the opportunity to the Contractor, for which they defaulted, the first opportunity to present a more cost effective equipment option.

5.26 NO CREDIT RATING. The Commonwealth Eligible Entity's, for credit ratings related to Term Lease or Rental under this Contract, will make no application, nor may a Contractor seek such ratings from the Commonwealth Eligible Entities.

5.27 SECURITIZATION. A Contractor may not sell the note for any Term Lease or Rental agreement but may borrow against the value of the note during the term lease or rental period as long as it does not effect the status of the note during the Term Lease or Rental period.

5.28 ASSIGNABILITY. The Contractor may assign its payment interests in a Term Lease or Rental, with prior approval from the OSD Contract Manager and PMT, but may not assign its duties, responsibilities or liabilities under a Term Lease or Rental. The Contractor agrees that any assignment of interest will be limited so that it does not constitute a public offering. Regardless of any such assignment, the Contractor will continue to act as principal with regard to carrying out all responsibilities and duties under the contract. Upon prior approval of the Contractor, which shall not be unreasonably withheld, an Eligible Entity may assign the equipment and its duties under a Term Lease or Rental to another Eligible Entity, provided the assignee Eligible Entity can demonstrate that it can assume all the duties and fiscal responsibilities under the Term Lease or Rental and the Eligible Entities execute the necessary documentation to transfer the equipment and Term Lease or Rental obligations and payments.

5.29 SECURITY INTEREST IN EQUIPMENT. In addition to title in the equipment that is held by the Contractor until all payments are made by an Eligible Entity, the Eligible Entity grants to the Contractor a purchase money security interest in the equipment and any additions, attachments or improvements. An Eligible Entity shall execute such additional documentation to establish and maintain the Contractor's security interest in the equipment provided such documentation has received prior review and approval by the OSD Contract Manager and PMT.

5.30 CONTRACTOR QUALIFICATIONS.

5.30.1 Qualification of OEM or Authorized Reseller of Equipment, Supplies and Services/Maintenance. Responses **must** be submitted only by the Original equipment Manufacturer (hereinafter referred to as "OEM") or a qualified OEM designated authorized reseller for the purposes of the purchase and lease of equipment, accessories, OEM/Remanufactured/Generic supplies and service/maintenance of new and/or remanufactured equipment. Only OEM or an authorized OEM designated reseller will be awarded contracts for equipment.

All bidders submitting a response to this RFR **must** submit written certification for each manufacturer having product represented in the response, stating that the bidder is an authorized reseller for equipment, supplies and service/maintenance for specific regions of the state or statewide.

The certification(s) shall be on the official letterhead of the OEM and signed by an authorized official of the company. An authorized official is defined as a company employee who has the requisite authority to commit, obligate and contractually bind the OEM Company.

The certification must identify the bidder and the bid identification number - OFF16. Failure to comply with the certification requirement **may** result in the rejection of the response for each manufacturer not certified.

The Commonwealth reserves the right to ask for documentation from each Bidder verifying their service technician's training

5.30.2 OEM Bidding with Authorized Reseller Network Representation. OEMs **must** include in their response a list of authorized resellers authorized to represent them per the terms and conditions of this RFR. It is the bidding manufacturer's responsibility to ensure complete coverage of service throughout all counties within the Commonwealth of Massachusetts. Invoices shall be directly from the OEM Manufacturer, Authorized Reseller or Affirmative Market Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT as the Prime Contractor.

The OEM, as Prime Contractor, shall be fully responsible for meeting all of the terms of any contract resulting from this RFR. The OEM will have full responsibility for any authorized reseller(s)

performance. Contractors will be responsible for the training and education of authorized resellers to ensure contract compliance.

Awarded Contractors **must** notify the OSD Contract Manager of any authorized reseller changes, additions and deletions throughout the term of the Contract. The OSD Contract Manager and PMT will have the right to deny approval of any authorized reseller additions and/or substitutions.

Category 1, 2, and 3 Bidders must provide costs for all the service plans and the related supplies for the equipment models being submitted in the response.

5.31 MAINTENANCE PARTS OBSOLESCENCE. Manufacturers directly or through the designated authorized reseller **must** guarantee the availability of parts for all models proposed for a minimum period of seven (7) years from the last date of manufacture.

5.32 AFFIRMATIVE MARKET PROGRAM (AMP). Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid responses to this RFR, either as a Prime Contractor, as joint venture partners or as a subcontractor. All Bidders **must** submit within the bid submission, the Bidders intent to utilize SOMWBA, Massachusetts certified M/WBE companies. All Bidders **must** submit the **AMP Plan Form** as part of their response for evaluation.

All Bidders should provide the following minimum information on the AMP Plan Form:

- **Subcontracting:** Bidders are asked to include expenditures commitments and copies of subcontracting agreements, Memorandums of Understanding (MOUs), or otherwise binding commitments between the Bidders and SOMWBA certified M/WBE companies.
- **Growth & Development:** Bidders are asked to submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance in attaining SOMWBA certification that would increase industry capacity and the pool of qualified SOMWBA certified companies. Other creative initiatives should be encouraged under this option.
- **Ancillary Uses of SOMWBA Certified M/WBE Company(ies):** Bidders are asked to include expenditure commitments for use of certified M/WBE Company(ies) with or without the use of written commitments between the Bidder and the M/WBE Company(ies). A description of the ancillary uses of certified M/WBEs, if any, **must** be included on the AMP Plan Form.
- **Past Performance:** Respondents are asked to include information on past expenditures with SOMWBA certified M/WBEs of the previous two (2) years.

The following are just a few examples of potential successful AMP Partnerships for Bidders to research and develop;

- AMP Partnership to purchase office and/or operational supplies for internal use.
- AMP Partnership to sell and deliver supplies.
- AMP Partnership to sell, deliver and provide installation and training for equipment.
- AMP Partnership to finance leased equipment.
- AMP Partnership to deliver or pick-up and relocate equipment.
- AMP Partnership to support pick-up of recycled products.

Bidders are asked to include any additional initiatives that further support their AMP Plan.

5.32.1 AMP Resources There are resources available to assist Prime Bidders in finding potential M/WBE partners for developing their AMP Plans. Some of these resources include but are not limited to the following:

- The State Office of Minority & Women Business Assistance's (SOMWBA) website, www.mass.gov/somwba.com. Here you can query Massachusetts certified M/WBE businesses eligible to participate in the AMP by business type, geographic area, and certification status. This is the best source for finding AMP partners. *Note:* When using the SOMWBA online search engine to find a certified business in a particular industry or field of interest, please be general rather than specific. If query is too specific you will receive less results.

- The Affirmative Market Program website contains a list of Massachusetts certified businesses that have acquired statewide contracts as prime contractors. You can find this list at www.mass.gov/amp under the heading *Affirmative Market Program Participants*.
- Both SOMWBA and the Affirmative Market Program have workshops that can be very helpful to attain SOMWBA Certification and to help contractors find Massachusetts Certified subcontractors. Check out their Web Site.
- Department Affirmative Market Program Coordinators are a great resource when researching specific vendor pools. They have first hand knowledge and relationships with the certified vendor community. A list of AMP Coordinators and their contact information can be found on the AMP website, www.mass.gov/amp under the “Find AMP Program Participants” screen.
- Members of Procurement Management Teams and Team Leaders/OSD Contract Managers (**exception of current OFF16 PMT**) may be able to provide a list of potential AMP partners within the primary industry of the RFR.
- AMP staff is available to assist any prime contractors in their efforts to partner with M/WBEs prior to the bid submission. The AMP Executive Director Monsi Quinones can be reached directly at 617-720-3149.

The AMP and OSD websites regularly announce AMP statewide events where all types of businesses are welcome to attend including prime contractors that are interested in developing relationships with Minority and Women-Owned Enterprises.

5.32.2 AMP Direct Pay Bid Submission. In order to submit a bid response as an AMP Partner Sub-Contractor with a Prime Contractor for this category, the Bidder must have the AMP Partner submit a Bid under separate cover with the appropriate contract forms, a copy of the AMP Plan Agreement and the appropriate Category Cost Attachments. The AMP Partner must also have the following required elements as part of their bid submission:

- Detailed Affirmative Market Participation Agreement utilizing the AMP Plan Form and necessary attachments.
- Agreement to sell equipment, supplies or service at the same cost as the Prime Bidder
- Agree to all terms and conditions of the RFR for equipment, supplies and/or service with in the appropriate Category(ies) and/or sub-category(ies).

If an AMP Partnership is proposed by a Contractor to have a direct pay relationship with the Commonwealth Eligible Entities utilizing this contract, then the AMP Subcontractor Partner must agree to the above three (3) elements within their bid submission.

5.32.3 Affirmative Market Partnership Rolling Enrollment. The OSD Contract Manager and the PMT will accept additional AMP Partnership bidder(s) proposals after the initial RFR due date based upon the creation of new Affirmative Market Partnership(s) with the existing OFF16 Contractor(s) for any Category(ies) and/or sub-category(ies). RFR responses will be reviewed and potentially accepted throughout the term of the rolling enrollment. The contract terms for those additional bidders selected in the process will run concurrently with the initial OFF16 contract term.

5.32.4 Certification Information. Minority and Women owned business enterprises that are not currently SOMWBA certified and would like to be considered as an M/WBE for this RFR should submit an application for certification prior to the RFR bid response due date. A copy of the certification application **must** be submitted as part of the bid response as a form of verification. For further information on SOMWBA certification, contact their office at 1-617-727-8692 or via the Internet at mass.gov/somwba.

5.33 DISTRIBUTION OF ADVERTISING LITERATURE, MANUALS, CATALOGS AND PRICE LISTS. Bidders awarded any Contract resulting from this RFR **must** submit all advertising literature with regards to OFF16, including but not limited to, brochures, catalogs, and price lists to the OSD Contract Manager and the PMT for review and approval prior to it being provided to any Eligible Entity. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

5.34 EQUIPMENT, SUPPLY, AND/OR NEW/PREDECESSOR PRICE LISTS AND CATALOGS. All bidders **must** submit with their bids a dated manufacturer's catalog and the corresponding dated price list covering each item being bid. Each catalog or price list **must** be clearly identified with the name, address, telephone and fax number of the submitting bidder. All references in this RFR to the catalog or price list shall refer exclusively to manufacturer issued catalogs and price lists.

The awarded bidder(s) shall, within forty-five (45) calendar days after receipt of the bidder award notice, publish a "Massachusetts Price List." Such price list shall contain the manufacturers list price, net prices to the Commonwealth, possible volume discount prices, Contractor's name, contact person, telephone numbers and **must** be submitted to the OSD Contract Manager for approval by the PMT **prior to its issuance** to Eligible Entities.

The Contractor shall provide, with a delivery or within ten (10) business days of a request by an Eligible Entity, catalogs or price lists complete with the contract number, contact name and specific directions on how to order.

5.35 PRICING PLAN OPTIONS. Options under which equipment, supplies and services may be procured:

- Outright Purchase – Equipment, Supplies and Services all Categories (1-4)
- Term Lease: 36, 48 & 60 months – Category 1, Sub-Categories 1A, 1B, 1C & 1D, Sub-Category 1E - 48, 60 and 72 months. Category 2 & 3 optional for 24 or 36 months
- Rental: Six- (6) month maximum (non-renewable) – Categories 1, 2, & 3 – Equipment

Refer to the Technical Specifications and the Cost Sheets for specific options within each volume band per equipment category. OEM Manufacturers may, and are, in fact, encouraged to use their resellers to fulfill the requirements for service and sales; however, all contracts and payments shall be between the Eligible Entity and the Prime Contractor (OEM or Authorized Reseller) and/or AMP Partner(s).

5.36 SEMI-ANNUAL REPORTING REQUIREMENTS. This Section of the Bidder's Response should indicate the Bidder's ability to fulfill the reporting requirements listed below. The Statewide information should be provided to the OSD Contract Manager. The Contractors and OSD Contract Manager will identify spreadsheet format after award.

5.36.1 Reports. The Contractor **must** provide and maintain access to a database which is capable of detailed tracking of customer accounts, requisitions, proof of delivery, deliveries, billing, and payments in a comprehensive manner.

The Contractor **must** provide, to the OSD Contract Manager, **semi-annual and annual reports** of all product purchases made under the Contract. The Contractor **must** provide the OSD Contract Manager with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the OSD Contract Manager, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in contract termination.

The following list represents information that **must** be included in semi-annual and annual reports, and identified for each category awarded:

Total dollars spent in each category of the Contract, separated by Commonwealth fiscal years (July 1 to June 30).

- Total equipment, supplies and service dollars spent in each category of the Contract by individual Agencies, Cities, Towns, Political Sub-divisions, and other Eligible Entities with each ordering category totaled individually.
- Total detailed list of each item purchased during the reporting period and maintained "year to date" (Y-T-D) including all lease end dates.
- A breakout of recycled and environmentally preferable product purchases by Commonwealth Eligible Entities within the individual categories (with information on current and/or potential savings if requested).

- List all certified M/WBE sub-contract activity and purchase of supplies by Contractor and/or supplier. Also, listed separately, the total dollars spent within all the categories compared to M/WBE total dollars participation on this contract.
- List other M/WBE activity such as Joint Ventures, Mentoring, etc.
- List number of Customer Service complaints and issues within the following categories:
 - Delivery Issues
 - Total number of complaint issues
 - Total number of resolved issues
 - Total number of unresolved issues listed alphabetically by Eligible Entity.
 - A detailed explanation will be required upon request by the OSD Contract Manager and or the PMT of unresolved issues in excess of 10 business days.
 - Proof of Deliveries must be maintained for a minimum of eighteen (18) months after deliveries
 - List of Eligible Entities whose payments due are over 45 days. The OSD Contract Manager will assist in resolving overdue payments between the Eligible Entity and Contractor.

The submission deadline for Semi-Annual Reports (work completed in the period ending) will be:

Period Ending	Submission Deadline
June 30	July 20
December 31	January 20

5.37 CUSTOMER SURVEY. All Contractors will be required to provide a survey for each equipment placement and semi-annually for for supplies and services. The Eligible Entity is encouraged to complete and return to the OSD Contract Manager. The surveys will assist the PMT in the evaluation of a Contractors performance during the term of the contract.

5.38 BILLING/INVOICING. Invoices shall be directly from the OEM Manufacturer, Authorized Reseller or Affirmative Market Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT as the Prime Contractor.

- Billing for Maintenance/Service **must** be done at a minimum monthly, and it is **highly desirable** if it can be done quarterly, semi-annually or annually upon the Eligible Entities request.
- Bidders may be required to provide, upon request of the Eligible Entity, consolidated billing. All equipment, supplies and service invoices **must** have a separate line item within the invoice for all three elements or a separate invoice for each of the three elements.
- Invoices for purchases and software fees are not due and payable until successful completion of any applicable acceptance testing. Invoices for services are not due and payable until after services are rendered.

5.39 VENDOR FAIR PARTICIPATION. It is **highly desirable** that Bidders agree to participate and attend, as an exhibitor, at least two vendor fair/conferences sponsored by the Operational Services Division each fiscal year. These events include the Buy Recycled and Environmentally Preferable Product Vendor Fair and Conference held annually in the fall and "STAR" the Statewide Contractors Fair, to be scheduled during mid to late spring. The cost of participating in these Fairs will be assumed by the Contractor. If a Bidder agrees to participate in the Vendor Fair's and upon evaluation receives a contract award, the Bidder must attend both Vendor Fair's. If a Contractor does not attend either or both Vendor Fair's the OSD Contract Manger and PMT reserve the right to access a penalty equal to the cost of attending for that given year.

5.40 WEBSITE PAGE. It is **required** that the awarded Contractor(s) develop a web page to be utilized by the OSD Contract Manager and PMT to advertise the contract pricing and terms and conditions. The website page **must be developed and approved** by the OSD Contract Manager and the PMT, prior to publication, within **90 days** after contract execution and during the contract term when changes/updates are necessary. The website page **must** be accessible without the need of a password by an Eligible Entity. The website page must include the minimum elements;

- Active and approved Contractors Cost Sheets by Category and Model Numbers,

- Archive Section for prior approved Contractors Cost Sheets by Category and Model Numbers for equipment no longer available,
- Detailed Equipment Specifications by model numbers,
- Affirmative Market Partnership (AMP) agreement with AMP Partners contact information; Company Name & Address, Contract Name, Telephone #, Fax # and E-mail address,
- Equipment Confirmation Form in word and PDF formats,
- Training contract highlights with contact information i.e. Name(s), Telephone #'s, E-mails,
- Installation contract highlights,
- Related Links section to include a link to the OFF16 main page, Link to the OFF16 RFR/Contract, Link to the OFF16 OSD Update once it is released,
- Promotional Section to highlight any current or planned **approved** contract promotions,
- How to Buy Section to highlight how to utilize the contract. This section should include the Telephone, Fax and E-mail information for the Contractor(s) Contract Manager, Sales, Service and Customer Service personnel dedicated to the contract,
- Environmental Information section to cover the topics including but not limited to: information on and the benefits of operating equipment features that allow to save energy (e.g. EnergyStar), paper (e.g. duplexing, printing multiple pages on a single sheet, etc.) and supplies (e.g. draft printing), use and benefits of remanufactured supplies, equipment and supply Material Safety Data Sheets MSDS), Contractors' current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, equipment end-of-life management, etc.) and other relevant topics.

The OSD Contract Manager and the PMT reserve the right to request modifications to the website page during the term of the contract. Any modifications, changes or updates **must** be reviewed and approved by the OSD Contract Manager and PMT prior to publication. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

SECTION 5
CATEGORY 3

PART II - TECHNICAL SPECIFICATIONS

5.41 INTRODUCTION. All specifications in this section apply to all equipment awarded under any contract resulting from this RFR. The responses, as submitted, **must** meet or exceed all of the required specifications contained within this RFR. If a Bidder can exceed minimum requirements, points may be assessed, per category, depending on the level of added value. All Bidders **must** be able to provide, at a minimum, equipment in two of the three sub-categories (low, medium or high) to qualify for bid evaluation and a Bidder interested in the platen-based sub-category must be able to submit equipment in the platen-based sub-category to qualify for bid evaluation.

Only current production equipment, available for sale at the time of the bid opening date, for this contract, can be included. Bids for discontinued equipment not being actively marketed by the OEM for domestic sales are not to be offered, and will not be considered. The Commonwealth reserves the right to require OEM documentation to confirm equipment eligibility under this contract.

Equipment under this contract shall be new or remanufactured equipment and carry a maintenance guarantee for a period of at least seven (7) years from date of acceptance. All equipment shall be in excellent working condition and shall include new OEM equipment guarantee.

5.42 CONTRACTOR CERTIFICATION THAT EQUIPMENT IS TIME DATE FUNCTIONAL. By executing a Contract under this Statewide Contract the Contractor certifies and warrants that the Information Technology for any Equipment provided for Outright Purchase, Term Lease or Rental under this Statewide Contract is time date functional. Time date functional compliance means Information Technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, time date functionality compliant Information Technology, when used in combination with other Information Technology, shall accurately process date/time data if the other Information Technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this Statewide Contract. This warranty is in addition to all other Contractor generated warranties, disclaimers, or remedies to Contractor Programs, Media, and Services.

5.43 EQUIPMENT CATEGORIES. The PMT has established the minimum specifications for Category 3 and all Sub-Categories detailed below. **Please utilize Attachments 3A through 3D for Bid Submissions for each sub-category.**

The PMT has established the minimum specifications for Class III Low, Medium, High Volume Facsimile Machines as well as a Class III High Volume Platen-Based Facsimile Machine. Please utilize Attachments A thru D for Bid Submissions for each volume level.

Attachment 3A Class III Low Volume Facsimile Equipment Cost Sheet

Attachment 3B Class III Medium Volume Facsimile Equipment Cost sheet

Attachment 3C Class III High Volume Facsimile Equipment Cost Sheet

Attachment 3D Class III High Volume Platen-Based Facsimile Equipment Cost Sheet

5.43.1 Class III Low Volume Facsimile Equipment Minimum Specifications.

1. Recycled Plain Paper Printing System: LED. or Laser
2. Memory: 2MB
3. Modem Speed: 33.6 kbps
4. Coding/Data Compressions: MH, MR, MMR
5. Scan Resolutions: Standard Lines Per Inch : 203 x 98
6. Fine Lines Per Inch: 203 x 196
7. Extra(Super)Fine Lines Per Inch: 203 x 392
8. Output Resolution: 300 x 300 dpi
9. Automatic Document Feeder: 30 Pages

10. Recycled Paper Capacity: 150 Sheets Letter & or Legal Size
11. Quick Scan: 5 Seconds
12. Broadcasting : 100 Locations
13. 64 Gray Scale
14. Speed Dial
15. Redial: 2 Redials
16. Group Dialing: 5 Groups
17. Minimum 6 Month On-site Warranty
18. Console or Cabinet if required
19. Energy Star and Time Date Functional

5.43.2 Class III Medium Volume Facsimile Equipment Minimum Specifications.

1. Recycled Plain Paper Printing System: LED. or Laser
2. Memory: 4MB
3. Modem Speed: 33.6 kbps
4. Coding/Data Compressions: MH, MR, MMR
5. Scan Resolutions: Standard Lines Per Inch : 203 x 98
6. Fine Lines Per Inch: 203 x 196
7. Extra(Super)Fine Lines Per Inch: 203 x 392
8. Output Resolution: 400 x 400 dpi
9. Automatic Document Feeder: 30 Pages
10. Recycled Paper Capacity: 250 Sheets Letter & or Legal Size
11. Quick Scan: 5 Seconds
12. Broadcasting : 200 Locations
13. 256 Gray Scale
14. Speed Dial
15. Redial: 2 Redials
16. Group Dialing: 5 Groups
17. Minimum 6 Month Warranty
18. Console or Cabinet if required
19. Energy Star and Time Date Functional

5.43.3 Class III High Volume Facsimile Equipment Minimum Specifications.

1. Recycled Plain Paper Printing System: LED. or Laser
2. Memory: 6MB
3. Modem Speed: 33.6 kbps
4. Coding/Data Compressions: MH, MR, MMR, JBIG
5. Scan Resolutions: Standard Lines Per Inch : 203 x 98
6. Fine Lines Per Inch: 203 x 196
7. Extra(Super)Fine Lines Per Inch: 203 x 392
8. Output Resolution: 600 x 600 dpi
9. Automatic Document Feeder: 50 Pages
10. Recycled Paper Capacity: 500 Sheets Letter & or Legal Size
11. Quick Scan: 2 Seconds
12. Broadcasting : 200 Locations
13. 256 Gray Scale
14. Speed Dial
15. Redial: 3 Redials
16. Group Dialing: 5 Groups
17. Minimum 6 Month On-site Warranty
18. Console or Cabinet if required
19. Energy Star and Time Date Functional

5.43.4 Class III High Volume Platen-Based Facsimile Equipment Minimum Specifications.

The following is a detailed list of minimum specifications for Class III High Volume Platen-Based Facsimile Equipment: Maximum Copies Per Minute Speed allowed: 20 Copies Per Minute. The equipment's primary feature is faxing with the copying feature a secondary feature.

1. Recycled Plain Paper Printing System: LED. or Laser
2. Memory: 4MB
3. Modem Speed: 33.6 kbps
4. Coding/Data Compressions: MH, MR, MMR
5. Scan Resolutions: Standard Lines Per Inch : 98 x 203
6. Fine Lines Per Inch: 196 x 203
7. Extra(Super)Fine Lines Per Inch: 392 x 203
8. Output Resolution: 400 x 400 dpi
9. Automatic Document Feeder: 30 Pages
10. Recycled Paper Capacity: 400 Sheets Letter & or Legal Size
11. Quick Scan: 5 Seconds
12. Broadcasting : 200 Locations
13. 256 Gray Scale
14. Speed Dial
15. Redial: 2 Redials
16. Group Dialing: 5 Groups
17. Minimum 6 Month On-site Warranty
18. Console or Cabinet if required
19. Energy Star and Year 2000 Compliant

Volume Bands	Minimum Monthly Volume
LOW	1K
MEDIUM	2K
HIGH	4K
Platen Based	4K

5.44 ADDITIONAL TECHNICAL REQUIREMENTS FOR ALL CATEGORIES OF EQUIPMENT. In addition, the following criteria **must be met**:

- **All Supply Yields indicated on the cost sheets for Category 3 equipment must be based upon 10% page coverage.**
- All electrical equipment furnished **must** be UL approved or equivalent.
- Devices shall be equipped with a non-reset copy/page meter.
- Determination of capability/connectivity shall be the responsibility of both the Contractor and the Eligible Entity.
- Warranties and service contracts **must** not preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Contractors **may not** fault the use of such recycled paper and/or supplies for equipment failures unless the process described in **Section 5.45.10** is followed.
- Contractors are **prohibited** from affixing warning labels to equipment regarding the use of generic supplies and remanufactured supplies. Agents of the equipment Contractor **must not** communicate to any end user that a supply product selected on this contract should not be used, is inconsistent or will cause a problem in any way. Comments based on opinion or conjecture related to the quality or effectiveness of non-OEM supplies **must** be avoided.
- In their submissions, Bidders **must** identify, on all equipment cost sheets, equipment that requires supplies containing so called "smart chips," any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.
- All Contractors **must** inform Eligible Entities about the above-mentioned equipment features prior to equipment sale. It is **desirable** that all Contractors offer equipment that requires supplies without any impediments for their remanufacturing by third parties.
- The PMT will educate all Eligible Entities with regards to the “smart chip” technology and the potential negative impact this technology may have on the environment and the total cost of ownership.

5.44.1 Equipment Substitutions. After award of contract, equipment that is subsequently discontinued from a manufacturer's line, may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued model(s) and for the new equipment model(s) requested to be substituted. All pricing, terms and conditions of discontinued model will apply to new equipment. Substituted equipment **must** meet or exceed the performance specification of the discontinued model. Additional fixed accessories can be accepted at no extra cost. Supplies and accessories pricing **must** be identical **or less** than pricing for discontinued equipment.

Replacement of obsolete equipment will be reviewed on an individual basis beginning **6 months** after commencement of this contract. Contractors can only submit a request for the Category(ies) and Manufacturer Brand(s) awarded. Each Contractor **must** submit a cover letter explaining the request accompanied by the following documentation for each equipment, supply or service within the appropriate category(ies) awarded. Contractors wishing to substitute equipment **must** include documentation for the items listed below;

- **Equipment Cost Sheet** - The equipment cost sheet(s) must be completed in its entirety with the equipment meeting the minimum technical requirements for the particular volume band. Also, indicate each technical specification that the equipment may exceed. Submit one hard copy and an electronic copy to the OSD Contract Manager.
- **Substitutions** – In addition to the first bullet, also include a copy of the original approved cost sheet. The substituted equipment must meet the specifications, be in the same volume band, sub-category and at the same or lower price of the original equipment.
- **OEM Technical Specifications Brochure/Sheet** - Each equipment add-on or substitution **must** be accompanied by a technical specification brochure/sheet that provides a detailed description that meets or exceeds the minimum specifications put forth in the original RFR to be considered for addition to the contract.
- **Substitutions** – In addition to the second bullet, also include a copy of the OEM Technical Specifications Brochure/Sheet of the original approved equipment.
- **OEM Certification** that the equipment has been “Nationally Launched”
- **Copy of Buyer's Lab Report**, if available
- **A Price Comparison must be supplied** for each model comparing Statewide Contract pricing to: **GSA Pricing, Commercial/List Price** with GSA Pricing being used as a ceiling if GSA pricing is available.
- **Equipment, Supplies & Service Contractors must submit the appropriate updated Supply Costs and/or Service Maintenance Costs** if your requests result in any potential changes. All updates **must** be accompanied by a copy of the original award information.
- Three commercial references from customers, who are currently using the equipment, supplies or services.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

All equipment submitted for substitution **must** be under manufacture at the time of submission. All equipment offered and placed for Eligible Entities shall be in excellent working order and produce good, clean images. All equipment will be expected to perform in an efficient manner with a minimum

downtime. The user will report equipment that requires an excessive number of service calls to the OSD Contract Manager for PMT review and possible replacement.

The substitution guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

5.44.2 Supply Substitutions. After award of contract, supplies that are subsequently discontinued from a manufacturer's line, may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued supply item(s) and for the new supply item(s) requested to be substituted. All pricing, terms and conditions of discontinued items will apply to new items. Substituted items **must** meet or exceed the performance specification of the discontinued item(s).

Replacement of obsolete items will be reviewed on an individual basis beginning 6 months after commencement of this contract.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor will not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

5.44.3 Equipment Additions. Six (6) Months after award of contract, equipment that is new, may be requested to be added to the Category(ies) that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Each Contractor **must** submit a cover letter explaining the request accompanied by the following documentation for each equipment, supply or service within the appropriate category(ies) awarded. Add-on request can be submitted, twice a year, one month prior to the six (6) month anniversary date of the contract.

- **Equipment Cost Sheet** - The equipment cost sheet(s) must be completed in its entirety with the equipment meeting the minimum technical requirements for the particular volume band. Also, indicate each technical specification that the equipment may exceed. Submit one hard copy and an electronic copy to the OSD Contract Manager.
- **OEM Technical Specifications Brochure/Sheet** - Each equipment add-on or substitution **must** be accompanied by a technical specification brochure/sheet that provides a detailed description that meets or exceeds the minimum specifications put forth in the original RFR to be considered for addition to the contract.
- **OEM Certification** that the equipment has been "Nationally Launched"
- **Copy of Buyer's Lab Report**, if available
- **A Price Comparison must be supplied** for each model comparing Statewide Contract pricing to: GSA Pricing, Commercial/List Price, with GSA Pricing being used as a ceiling if GSA pricing is available.
- **Equipment, Supplies & Service Contractors must submit the appropriate updated Supply Costs and/or Service Maintenance Costs** if your requests result in any potential changes. All updates **must** be accompanied by a copy of the original award information.
- Three commercial references from customers, who are currently using the equipment, supplies or services.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

All equipment submitted for addition **must** be under manufacture at the time of submission. All equipment offered and placed for Eligible Entities shall be in excellent working order and produce good, clean images. All equipment will be expected to perform in an efficient manner with a minimum of downtime. The user will report equipment that requires an excessive number of service calls to the OSD Contract Manager for PMT review and possible replacement.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

5.44.4 Supply Additions. Six (6) Months after award of contract, supply items that are new, can be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request can be submitted, twice a year, one month prior to the six (6) month anniversary date of the contract.

To add remanufactured supplies, Contractors **must** submit manufacturer's specifications for the OEM supply item(s) and for the corresponding remanufactured supply item(s) requested to be added. All terms and conditions other than pricing of phased-out items **must** apply to the remanufactured items offered. The price of remanufactured supplies cannot be higher than the price of the equivalent OEM/generic supplies previously offered. Substituted items **must** meet or exceed the performance specification of the phased-out item(s).

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item.

All supply items offered and placed for Eligible Entities shall be in excellent working condition free of defects.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

5.44.5 Authorized Manufacturer Service Additions. Six (6) Months after award of contract, authorized manufacturer lines that are new may be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request of authorized manufacturer service lines can be submitted, once a year, one month prior to the anniversary date of the contract.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the Contractor can not offer the item(s) to any Eligible Entity as a contract item. Non-compliance may result in a written warning, penalty assessment and/or contract termination

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

5.45 SUPPLY SPECIFICATIONS

5.45.1 Remanufactured Supplies. Bidders are strongly encouraged to offer high quality remanufactured supplies. All Bidders intending to supply remanufactured supplies must include a certification on the official letterhead from the manufacturer and/or manufacturer's indicating that the Bidder is an authorized distributor for the Commonwealth. The official letter of authorization must guarantee the following minimum elements:

- The Bidder is a distributor who is authorized to sell and to do business consistent with this RFR statewide for the remanufacturer's supply products,
- The remanufacturer has agreed to supply sufficient quantities of all items to satisfy the supply requirements of this contract, and
- The Bidder has been in business of providing the remanufacturer's supplies for no less than three (3) years preceding the bid due date.

5.45.2 Supply Specifications and Certification. The specifications identified in this section are the minimum standards acceptable under this RFR and any resulting contract.

OEM and Generic Supply Specifications: All new supplies **must** meet the Original Equipment Manufacturer (OEM) standards for performance and quality.

Facsimile Remanufactured Laser Toner Cartridge Specifications: All components used in the construction of remanufactured cartridges **must** meet OEM standards. All components shall be dismantled and examined for damage and/or excessive wear. These include, but are not limited to:

- Wand (If applicable)
- A new or ultrasonically cleaned corona wire (If applicable)
- PCR Rollers must be new or recoated (If applicable)
- Cartridge must be sealed with a pressure sensitive seal that meets OEM standards; air tested at 2lbs for 30 seconds and leak proof. The seal shall be readily removable by the user at time of installation. Any cartridge that shows evidence of toner leakage through improper sealing shall be termed defective and replaced by the contractor. Hard card seals or equivalent are acceptable when products are hand deliveries.
- OEM drum must be replaced at the time of first cycle of remanufacture. Thereafter drum must be tested and replaced as required due to wear or damage at end of specified duty cycle.
- Wiper blades may be treated to comply with OEM standards and are acceptable for reuse.
- Replace pins, clips foams, doctor blades, mag rollers, felts, etc. as needed
 - Print yield shall be equal to or exceed OEM rating for each cartridge. Yield shall be determined by the use of the standard pattern which features **10% toner coverage**.
 - Serial number/lot number must be visible to the end user.
 - Exterior surfaces shall be thoroughly cleaned, with all traces of old labels, and toner removed entirely.

5.45.3 Supply Packaging. Packaging for all supplies **must** comply with the following specifications:

- Each cartridge **must** be packaged and sealed in a way that would adequately protect it from light, heat, moisture, vibration and static electricity while it is shipped, handled and stored by the Contractor, Eligible Entity and any third party. The packaging will be sealed so its contents are completely protected from the outside elements.
- It is **desirable** that the cartridge be boxed with a protective cushion (insert) to prevent damage in shipment.
- It is **desirable** that all corrugated packaging contain a minimum of 35% post-consumer recycled content.
- Packaging **must** be constructed to permit users to re-package empty cartridges for return to contractor.

All supply packages **must** include the following materials:

- All pertinent installation and maintenance instructions,
- Instructions for return of empty cartridges or other supply types including a phone number for resolving issues with supply recycling (where applicable),
- Pre-paid return labels (UPS/Postal Service) (where applicable),
- Test sheets from the final cartridge (for remanufactured facsimile laser toner supplies),
- Labels affixed to the carton **must** include cartridge model number and compatible printers (for reference only),
- Name and address of the Contractor and toll free number for access to a technical/customer service representative **must** be visible on carton and cartridge,
- The external carton **must** identify cartridge type (make and model), the vendor's name and it is **highly desirable** that the date of remanufacture and use by date for shelf life and inventory purposes also appear on the external carton.

5.45.4 Supplies Available Only as Remanufactured. It is the intent of the PMT to promote the purchase of remanufactured supplies by Eligible Entities as a sound environmental and economic practice. Pursuant to this goal, the following types of supplies, which are currently excluded from the **OFF06 Statewide Contract** and/or have proven remanufactured cartridges available within the industry, **must** only be sold as remanufactured:

- Supplies for printer models **such as** HP II/III, IV, V and all the following cartridges:

C3903A	C4100X	HP 92274A	Canon 1491A002AA
C3903AG	C4127A	HP 92275A	Canon 1551A002AA
C3906A	C4127X	HP 92291A	Canon 1556A002BA
C3909A	C4127XAG	HP 92294A	Canon 1557A002BA
C3909X	C4127XG	HP 92295A	Canon 1558A002AA
C4027X	C4129X	HP 92298A	
C4072A	C4182A	HP 92298X	
C4092A	C4182X	HP 93398A	
C4096A	C7115X	HP 92298S	

Starting from the first anniversary date of the contract and throughout the rest of its duration, OEM and generic supplies **may be** transitioned a year after a remanufactured alternative for the specific OEM or generic supply becomes available from at least one of the Contractors. The PMT reserves the right to adjust the transition dates based on supply availability, cost and other factors.

5.45.5 OEM/Generic Supply Transition. It is the intent of the PMT to promote the purchase of remanufactured supplies by Eligible Entities as a sound environmental and economic practice. As part of this effort, Bidders that manufacture and/or sell remanufactured supplies **must** inform the PMT of the availability of such supplies and make such supplies available to Eligible Entities by adding them to their contract offering.

After contract award, Contractors intending to supply remanufactured supplies **must**:

- Inform the PMT about remanufactured supplies as those become available;
- Add remanufactured supplies to product offering through the supply addition process described in this RFR;
- Make samples of such supplies and/or independent laboratory performance testing information available to the PMT for testing purposes free of charge;
- Upon the PMT's notification, to discontinue the sale of OEM/generic supplies scheduled for transition no later than the deadline specified by the PMT (no less than 30 days).

When a specific type of OEM and/or generic supply is transitioned, Contractors may choose to substitute it with a remanufactured alternative. If the remanufactured alternative has not been previously added to Contractor's product offering, the Contractors **must** add the product by obtaining approval from the OSD Contract Manager and the PMT through the supply addition process described in this RFR.

5.45.6 Supply Warranty/Performance Guarantee. New, generic and remanufactured cartridges and other supply types **must** have a lifetime warranty (according to shelf life/expiration date). Cartridges and other supply types **must** be free from defects in materials and workmanship and **must** consistently produce copies and/or prints of excellent quality. The Supply Contractor **must** repair, replace or refund any and all cartridges and other supply types, which the Commonwealth deems unsatisfactory.

If the Eligible Entity and the Supply Contractor agree that a supply item has caused damage to the equipment, the Supply Contractor will pay for all costs of repair to return the equipment to operating condition. Upon receipt or determination of a defective supply item, the Supply Contractor shall replace the defective supply item free of charge within 2 (two)-business days, or issue a credit for the next purchase.

Bidders are required to provide a written policy concerning warranty or guarantee.

5.45.7 Recycling of Supplies. The Commonwealth has established a goal to recycle empty cartridges and other recyclable supply items in order to reduce the volume of these products in the waste stream and to encourage the reuse of such materials. Pursuant to this goal, Bidders **must** offer customers an effective and reliable means of returning all recyclable empty supply items (O.E.M., generic and remanufactured) in accordance with the following **requirements**:

- The method and expense of conducting such supply item returns **must** be the sole responsibility of the awarded contractors and may be conducted by either contractor/subcontractor pick-up, prepaid return shipment label, or both.
- Pick up and deliveries **must** be made during regular business hours and within no more than seven business days of request for pickup.
- Eligible Entities shall be responsible to return empty supply items with insert in the original packaging in which it was received.

After contract award, all contractors **must** at the time of equipment delivery or first supply delivery and then consistently throughout the duration of the contract (also see Supply Packaging):

- Inform Eligible Entities about the procedure for recycling used supply items;
- Provide a phone number for resolving issues with supply recycling.

Bidders **must** also include in their response (complete Attachment 9 and attach supporting documentation):

- The proposed detailed plan for recovering used supply items, which must include:
 - A sample instruction sheets and sample pre-paid freight labels (if a prepaid return shipment label program is offered); or
 - A written statement guaranteeing that the Bidder will pick up used supply items from Eligible Entities (if a contractor pickup program is offered); or
 - A written, signed and dated agreement between the Bidder and a subcontractor describing the recycling program and committing the subcontractor to performing used supply item pick-ups (if the recycling program is offered through a third party), and/or
 - Any other proof that a effective recycling program will be offered.
- Information on :
 - Which cartridges the Bidder is capable of recycling/remanufacturing;
 - Any trade-in allowance offered for each brand;
 - Any criteria which deems a cartridge unacceptable;
- If items are to be hand delivered, include box and other applicable labels;
- Repackaging instructions.

Providing a recycling program for used supply items is a requirement. Failure or refusal to pick up used supply items or inability to successfully resolve a pick up issue may result in a per-incident or other penalty determined by the PMT.

5.45.8 Used Cartridge Trade-In Allowance: Bidders **must** accept all recyclable empty supply items for return (O.E.M., generic and remanufactured). It is **desirable** that Bidders develop incentives or otherwise encourage Eligible Entities to recycle used supplies. However, Bidders are **strictly prohibited** from implementing programs that impose any legal or other restrictions (including restrictions imposed at the time of supply purchase) as to which recycling program/service provider Eligible Entities utilize to send their cartridges for remanufacturing.

It is **desirable** for a Bidder to offer a trade-in allowance, and if offered, it must be indicated in their response (**Attachment 9**). Credit amounts on cartridge and/or other supply type returns will not be deducted until written confirmation of the credit is obtained from the Contractor. Such written confirmation **must** be given to the Eligible Entity within five business days of the Contractor's receipt of the cartridge(s) and/or other supply type(s). Bidders **must** agree to work with OSD and the PMT to determine the most efficient and cost effective means of handling the credit portion of the procurement for all parties concerned.

It is also **desirable** that Bidders develop creative ways of partnering with SOWMBA-certified woman and/or minority-owned businesses in order to provide the collection, transportation and/or remanufacturing of the used supplies.

Bidders **must** also provide in their bid response specific details on how credit amounts will be transferred and communicated to Commonwealth customers. A contractor may reject any empty

cartridge or other supply type for credit if it is cracked, shattered or is otherwise rendered unrecyclable.

5.45.9 Supply Design. Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components of OEM or generic supplies.

Demufacturing / Disposal: It is **desirable** that Bidders offer supplies that is designed in such a way as to facilitate its dismantling and reuse or recycling. It is **desirable** that supplies not contain any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.
- It is **desirable** that all Contractors offer supplies without any impediments for their remanufacturing by third parties.

Additional **desirable** design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Supplies that are assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

5.45.10 Supply Problems. Once a problem is identified or thought to be related to a non-OEM supply item (generic, remanufactured or other), the Equipment Contractor's technician must determine the manufacturer and (if applicable) the lot number of the supply item(s) used. The technician must then provide, in writing, a detailed explanation of the equipment malfunction and how the use of the non-OEM supplies relates to the problem.

The communication along with copies of the three previous service call reports must be faxed to the Supply Contractor within twenty-four hours. This is necessary for the Supply Contractor to evaluate and take corrective action to rectify the problem.

5.45.11 Supply Contractor. The Supply Contractor must contact the Supply Manufacturer (if other than the Supply Contractor) and determine if similar problems of this type have occurred in other locations. If it is determined that the specific product batch, lot number or non-OEM supply model is defective, the Supply Contractor must make arrangements with the Supply Manufacturer (if applicable) to replace the lot number in question.

If it is determined that the supplies are not defective, the Supply Contractor may provide and install, at its option, OEM brand supplies to determine if in fact the problem is corrected by using brand name supplies.

The Supply Contractor also reserves the right, at their expense and with the approval of the OSD Contract Manager, to have a factory-trained independent repair technician evaluate the nature of the complaint and provide a written explanation of how the problem may be resolved. This repair technician's report must be made available to the Supply Contractor, the Equipment Contractor, Eligible Entity and the OSD Contract Manager within twenty-four hours of the inspection.

5.45.12 Equipment and Supply Contractors. It is expected that both the Equipment Contractor and Supply Contractor will have taken all necessary steps to ensure the problem is not directly related to end user/operator error. It is also understood that all supplies will be handled and stored properly as detailed on the manufacturer's packaging.

During this process, the Eligible Entity has the option to exercise the Loaner equipment terms and conditions of this contract.

Failure to adhere to the above-specified policies could result in contract termination.

The Contract Manager may remove supplies that cause equipment problems due to poor design or poor quality control from this contract.

5.46 ENVIRONMENTAL SPECIFICATIONS. Bidders **must** complete Attachment 9 and attach any applicable supporting documentation to inform the PMT about their compliance with the environmental specifications.

5.46.1 Energy Efficiency. All equipment **must** be EnergyStar® labeled and comply with the latest version of the Memorandum of Understanding (MOU) between the U.S. Environmental Protection Agency and the equipment manufacturer for their type of equipment. The applicable MOU is available online at <http://www.energystar.gov> and can be accessed by opening the “Partner Resources” Section, “Product Specifications” subsection of the site. The MOU can also be accessed directly at http://www.energystar.gov/ia/partners/product_specs/program_reqs/PF.mou.v3.0.pdf. Please note that the direct link and navigation of the site may change. It is the responsibility of the Bidder and, if awarded, Contractor to monitor the changes in EnergyStar specifications.

All equipment sold in this category **must** be delivered with the EnergyStar power management features enabled.

In the event of new EnergyStar specifications being issued, the PMT reserves the right to develop a timetable **mandatory** for all Equipment Contractors covered by such new specifications to come into compliance with the new specifications. The span of the timetable will not exceed one year from the date of the issuance of the new specifications. The timetable will include a date after which equipment that does not comply with the new specifications will not be approved as an addition or a substitute for existing equipment on the contract. At the end of the one-year period, sales of all equipment that does not comply with the new specifications will be suspended until it is either brought into compliance or is substituted with compliant equipment. The PMT reserves the right to grant limited-time exemptions for specific equipment models in cases when the Contractor provides documented proof of efforts made to achieve compliance and submits a written plan including a firm date for achieving compliance. Such exemption will not be renewed and its duration will not exceed the compliance date provided in the Contractor’s plan.

5.46.2 EnergyStar® Service and Maintenance. Installation, service and technical support performed as part of the leasing and/or maintenance agreement **must** include the proper configuration of power management features according to the current EnergyStar specifications for that class of equipment and the proper configuration of duplexing features, at the time of service.

Personnel involved in system integration, site customization, equipment maintenance and technical support **must**:

- Ensure that power management and duplexing features remain installed and functional at all times.
- Carry out their services so as to maximize the energy efficiency of the installed product.
- Treat the malfunction of power management or duplexing features as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.

5.46.3 Paper and Other Consumables. All equipment must be compatible with the use of at least 50% total recycled and 30% post-consumer recycled content paper. Equipment malfunctions may not be blamed on recycled paper.

It is **desirable** that equipment have duplexing capabilities. All equipment with duplexing capabilities **must** be shipped and installed with duplexing as the default mode.

Warranties and service contracts **must** not preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Service contractors **may not** fault the use of such recycled paper and/or remanufactured supplies for equipment failures, as long as these products are on the contract with the Commonwealth and/or meet the specifications for those

products as established by the respective state contracts, unless the process described in the Supply Problems subsection is strictly followed.

5.46.4 Equipment and Supply Packaging. Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is **desirable** that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard),
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials,
- minimizes or eliminates the use of disposable containers such as cardboard boxes,
- provides for a return program where packaging can be returned to a specific location for recycling,
- manuals printed on recycled content paper which meets or exceed federal and state guidelines for recycled content (currently 30% post-consumer content),
- contains materials which are easily recyclable in Massachusetts.

Additionally, manuals **must** be printed on recycled content paper which meets or exceeds the federal/state guidelines for post-consume recycled content (currently 30%). It is **desirable** that crates, pallets and, if feasible, boxes and cartons, be reusable and not contain heavy metal inks.

5.46.5 Equipment Design. Upgradability: It is **desirable** that Bidders offer equipment that is easily upgradable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components

Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.

Demanufacturing / Disposal: It is desirable that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Avoidance of paints, including metallic paints on any internal or external plastic housings,
- Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

5.46.6 Toxics Reduction. Manufacturer's practices (reduced toxic materials in manufacturing): It is **desirable** that Bidders demonstrate that they and/or manufacturers are actively seeking additional ways of minimizing their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,
- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

It is **desirable** that Bidders demonstrate that the manufacturer of the equipment they intend to supply is making efforts to comply with the European Union's Directive "Restriction of Hazardous Substances" (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://164.36.253.20/sustainability/pdfs/finalrohs.pdf>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,

- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the “Montreal Protocol on Substances that Deplete the Ozone Layer” (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>),
- Selenium, unless equipment can be returned to the manufacturer.

5.46.7 End-of-Life Management It is **desirable** that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third-party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:

- One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,
- Collection of any used equipment by Bidder or subcontractor for reuse or recycling, preferably including provisions to continue recycling operations should a subcontractor no longer be able to perform such activities.

The Bidder **must** make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is **desirable** that Bidders demonstrate that the manufacturer of the equipment they intend to supply is making efforts to comply with the European Union’s Directive “Waste Electrical and Electronic Equipment” (WEEE) (<http://164.36.253.20/sustainability/pdfs/finalweee.pdf>)

5.46.8 Electronic Equipment Emissions. All equipment **must** have ozone emissions no higher than .1 parts per million (8-hour time-weighted average (TWA) exposure as a result of equipment operation at the operator position with the usage rate three times the average in a room with no forced ventilation). Bidders **must** also provide regular servicing of the equipment that includes charging electrodes, activating and/or replacing carbon filters and any other maintenance operations as described in the product technical requirements to ensure compliance with the emission standard above.

5.47 ENVIRONMENTAL PLAN. Bidders **must** agree to work with the PMT after contract award to examine the feasibility of the various aspects of an environmental plan. Such a plan may include, but not be limited to, the following initiatives:

- Implement environmental management systems such as those certified under ISO 14000 (<http://www.iso.ch/iso/en/iso9000-14000/iso14000/iso14000index.html>),
- Manufacture and/or make available to Eligible Entities eco-labeled equipment, supplies and/or accessories certified by third-party organizations such as but not limited to TCO Development (<http://www.tcodevelopment.com>) and Blue Angel (http://www.blauer-engel.de/englisch/navigation/body_blauer_engel.htm),
- Periodically review and, upon mutual agreement, determine where additional recycled, remanufactured and/or other environmentally preferable equipment, supplies, or other products may be added to the contract,
- Consider the introduction of recycled and/or environmentally preferable products into other operational areas, such as using recycled paper that meets the federal standards for all printing and publishing needs(brochures, advertising, catalogs, etc.), vehicle maintenance (re-refined oil and antifreeze, retread tires),
- Develop a plan to implement collection and recycling of materials at the distributor’s facility(ies),
- Work with the PMT to develop and distribute information and/or materials to Commonwealth customers on the vendor’s environmental practices and initiatives,
- Distribute contract information to Eligible Entities electronically (e.g. website, E-mail) rather than through printed media.

Bidders **must** attach any applicable supporting documentation to inform the PMT about any of the above-mentioned initiatives that are currently in place.

5.48 EQUIPMENT DEFINITIONS

- A. Automatic Duplexing** - Duplexing (printing on both sides of a sheet of paper) will be listed as either standard or optional or none.
- B. Equipment** - Equipment authorized by the OSD Contract Manager and PMT as appropriate for Purchase, Term Lease or Rental under the Statewide Contract.
- C. Facsimile** - a method of transmitting and receiving information in hard-copy form over telephone lines.
- D. Laser** - A laser beam leaves an electrical charge on a photoelectric belt or directly on the drum and the toners are attracted to the electrostatic charge. The image is rolled onto the print, then fused by heat and pressure.
- E. LED** - Much like laser technology, a light-emitting diode (LED) leaves an electrical charge on a photoelectric belt or directly on the drum and the toners are attracted to the electrostatic charge. The image is rolled onto the print, then fused by heat and pressure.
- F. Manufacturing Status** - The manufacturing status of the facsimile equipment is either "New/Current". New/Current machines are machines being manufactured and actively marketed.
- G. Multifunctional Devices** - A general term used to refer to a broad range of devices which are often coupled with computer software to allow a user the ability to copy, scan, print or fax utilizing the modems within equipment to utilize these features.
- H. OEM** - Original Equipment Manufacturer. Indicates the name of the actual manufacturer of the equipment.
- I. SRP (USA; Canada)** - The current suggested retail price of the equipment, in the United States and Canada, as established by the manufacturer.(excluding options).

5.48.1 Equipment Feature Definitions

- A. Dual Access** - Another name for multi-access. Allows the user to simultaneously perform two operations requiring access to the unit's memory. For example, the operator can scan a document into memory while transmitting or receiving another document from/into memory.
- B. Dual Line** - Fax machines that offer two fax lines enable users to send or receive faxes on two phone lines simultaneously, doubling users' fax capability. While one line is transmitting documents, faxes received on the second line are temporarily stored in memory.
- C. Duplex Faxing** - The process of scanning, collating, and transmitting double-sided originals. After scanning one side of a set of two-sided documents, unit prompts users to turn set over so other side can be scanned; document is received collated.
- D. Energy Star®** – a program created by the U.S Environmental Protection Agency (EPA) and the U.S Department of Energy (DOE) to promote the purchase of energy efficient equipment. EnergyStar features (also referred to as energy saving or power management features) are specified in the Memoranda of Understanding (MOUs) between the EPA and equipment manufacturers. Such specifications include but are not limited to such equipment characteristics as energy saving features available and power consumption limits for each equipment modes. Compliance with EnergyStar specifications implies compliance with **all** the requirements set in the most current MOU.
- E. LED** - Light Emitting Diode

F. Platen - The platen is the plate of glass upon which an original document is placed for copying or faxing. There are two types of platens. The "moving" platen operates, whereby the exposure glass moves from side to side, carrying the original over the optics. The "stationary" platen method functions in a manner that the exposure glass remains stationary while an internal scanning device moves from side to side to copy the original.

G. "Smart Chips" - Any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.

5.48.2 Additional Energy Star Definitions

A. Low-power/Sleep Mode – The condition that exists when the product is not producing hard copy output or receiving hard copy input and is consuming less power than when in a standby mode. In the transition from Sleep Mode to Active Mode, there may be some delay in the production of hard copy output, however there shall be no delay in the acceptance of information from a network or other input sources. The product enters this mode within a specified time period after the last hard copy output was produced. To measure equipment energy consumption in the low-power mode bidders **must** utilize the standard methods included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.

B. Off Mode – The condition that exists when the machine is connected to an appropriate electrical source and a user has manually turned off the power switch on the product. This condition, in some products, may also be reached through an automatic shut-off switch that is internal to the product. When measuring power in this mode, control equipment for remote servicing can be excluded. To measure equipment energy consumption in the off mode bidders **must** utilize the standard methods included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.

C. On/Standby Mode - The condition that exists when the product is not producing hard copy output or receiving hard copy input and is consuming less power than when producing such output or receiving such input. The transition from Standby Mode to Active Mode should cause no noticeable delay in the production of hard copy output. To measure equipment energy consumption in the on/standby mode bidders **must** utilize the same standard methodology as that used for the low-power mode with one modification - all automatic power-down features should be disabled for the duration of the test. The methodology is included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.

SECTION 5
CATEGORY 3

PART III - COST REQUIREMENTS

5.49 TAX EXEMPTION. The Eligible Entity and the Commonwealth certify that the equipment to be acquired under this Statewide Contract will be used for necessary governmental purposes and will be exempt from all taxes presently assessed and levied with respect to personal property. Therefore, all invoices and contract documents must not include a sales tax entry. In the event the use, possession or acquisition of the equipment is found to be subject to taxation or other governmental charges, the Eligible Entity will pay such taxes or charges.

5.50 PRICE OF EQUIPMENT. All equipment, accessories and service/maintenance pricing information **must** be entered on the applicable Equipment Cost Sheet (**Attachment 3A through 3D**). All bidders must complete an individual cost sheet for each piece of equipment offered within each volume band. Equipment bids **must** be stated in terms of purchase price, lease, and rental prices.

The net cost on each cost sheet should reflect the percentage (%) off discounts off of suggested retail prices presented on **Attachment 3A through 3D** for base equipment, equipment accessories, network accessories, equipment parts and consumable supplies.

Outright Purchase, Term Lease and Rental costs for each proposed model submitted **must** include the following:

- Minimum Standard Configuration (see Part 3 Technical Specifications and Equipment Cost Sheet 3A through 3D)
- Minimum of **12 month** Equipment Warranty Period
- Bidders are required to include a startup set of supplies **for all equipment**. These **startup supplies must include 3 each toners, upon initial delivery of the equipment**.

All equipment costs **must** not include service/maintenance or supply costs. All costs must include all custom duties and charges and be net F.O.B. destination including installation, operational instruction/training of personnel, and one complete copy of the instruction manual. If an Eligible Entity does not need installation or operational training of personnel then the Eligible Entity must be able to remove the cost from the equipment cost sheet.

5.51 SERVICE/MAINTENANCE PRICING. All maintenance plans must be completed as detailed on **Attachments 3A through 3D** with the percentage (%) off a dated material/parts catalog provided for time & material service plans. **The Dated Parts Catalog that will be used for the first 24 months must be submitted as part of Bidder(s) response. The percentage (%) off will remain firm for the term of the Contract and the Dated Catalog may be updated yearly on the anniversary date after the initial 24-month term.**

The following items are included but not limited to in all full service yearly maintenance agreements:
(1) All parts, (2) Labor, (3) Preventive Maintenance

5.52 EQUIPMENT SUPPLY PRICING. Pricing for equipment supplies **must** be submitted on **Attachments 3A through 3D**. All bids must include a Manufacturer's Dated Price List, a percent discount and net prices. The Dated Catalog that will be used for the first 24 months must be submitted as part of your response. The percentage (%) off will remain firm for the term of the Contract and the Dated Catalog may be updated yearly on the anniversary date after the initial 24-month term.

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PART IV - EVALUATION METHODOLOGY

5.53 EVALUATION AND AWARD OF CONTRACT Responses will be evaluated and awards made which will represent "The Best Value to the Commonwealth of Massachusetts." Awards will be made based on, but not limited to:

- Total Cost of Ownership for Equipment (Equipment Costs, Service/Maintenance Costs and Supply Costs.) (**Attachment 3A through 3D**)
- Authorized Sales & Service Reseller Information (**Attachment 5**)
- Affirmative Market Partnerships
- Environmental Initiatives
- Business Specifications
- Desirable Specifications

The Commonwealth of Massachusetts will make the following maximum limited multiple number of awards per category and sub-categories as detailed below;

Category and Sub-Category	Maximum Number of Awards
Category 3, Sub-Category 3A	4 Awards
Category 3, Sub-Category 3B	4 Awards
Category 3, Sub-Category 3C	4 Awards
Category 3, Sub-Category 3D	4 Awards

The Commonwealth reserves the right to render more or less than the identified maximum number of awards in a particular category(ies) and/or sub-categories in the event that the Commonwealth's needs are not sufficiently covered by the awarded qualified Bidders. During the first year, the PMT reserves the right to, without duplication of manufacture brand and subject to the Bidders acceptance, to award additional Bidders in the order of the evaluation scores. The Bidder **must** accept all the terms and conditions of the RFR with the contract term concurrent with the original contract term. If more than a year has past or the original list of Bidders is exhausted then the OSD Contract Manager and PMT reserve the right to allow an open enrollment period during the contract term for one or more categories and/or sub-categories.

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CATEGORY 3

PART V - PERFORMANCE REQUIREMENTS

5.54 INTRODUCTION. The Commonwealth is endeavoring to deliver the best value Contract to facilitate the needs of our customers. However, it is important to measure the Contractor's performance to ensure that the Contract is in compliance with what has been requested and what the Contractor has offered in this RFR. The Commonwealth recognizes that it is important to establish a partnership with the Contractor but the Commonwealth must put in place performance requirements to safeguard and ensure Contract performance.

5.55 PERFORMANCE MEASUREMENTS. The PMT has established the following criteria to monitor bidder performance for this contract. The measurement will be satisfactory or unsatisfactory. The following sections of specific performance areas will be subject to measurement:

5.55.1 Customer Satisfaction. It is required that the Contractor maintains customer satisfaction in the following areas:

- Customer Service: Include but not limited to timely response to shipping or billing inquiries. Service response by technicians as detailed in the RFR.
- Sales Support in presenting the contract terms and conditions including accurate price quotes to an Eligible Entity.
- Technical Support for equipment and network support

5.55.2 Equipment Performance. In the event that any equipment is inoperative due to equipment failure, through no fault or negligence of the Eligible Entity, and the total number of hours of downtime exceeds five percent (5%) of the total productive use of time for three consecutive calendar months, the Eligible Entity reserves the right to require a Contractor to replace the equipment or terminate the order with no termination or removal charges being assessed to the Eligible Entity. The Contractor will be notified in writing of the deficiency. After such notice, the Contractor must remove and replace the defective product(s) within ten (10) business days, at no cost to the Eligible Entity. Failure to respond in good faith may result in termination of the contract.

The effectiveness level for any equipment is computed by the formula: subtract the total number of downtime hours divided by the total productive time in the month. Total productive time shall be computed by multiplying 8 hours per day by the number of business days in the month (weekends, Federal and State Holidays excluded). Bidder shall supply a complete repair history on an as needed basis to the Commonwealth Eligible Entity using the equipment.

It is understood that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the Commonwealth.

5.55.3 Replacement of Unsatisfactory Equipment. Any Contractor shall grant a credit to the Eligible Entity for any equipment, which fails to perform at an effectiveness level of ninety five percent (95%) during any month, or out of service for more than three consecutive days. The purchase option credits for the replacement equipment shall be not less than the credits accrued from the date of installation of the original equipment, regardless of whether the replacement is made at the request of the Eligible Entity or for the convenience of the contractor.

5.55.4 Report Compliance. Awarded Contractors will be required to satisfy all reporting requirements within this RFR in the agreed format on a semi-annual basis and/or as requested.

5.55.5 Affirmative Market Program Compliance. Commitments made by each of the awarded bidders will be monitored and incorporated in each bidder's performance measurement criteria. Measurement criteria are to be determined according to each individual bid proposal.

5.55.6 Account Manager. It is required that the Contractor's Account Manager facilitates the needs of this Contract. The Contractor must replace an Account Manager when requested by the OSD Contract Manager. The OSD Contract Manager, in concert with the PMT, will monitor the performance of the Contractor(s) on an ongoing basis.

5.55.7 Complaints. It is required that Contractors accept the provisions of this RFR in its entirety. Complaints may be generated and submitted in writing to the Contractor Manager by Eligible Entities and other bidders.

The OSD Contract Manager and PMT may also submit complaints in writing to contract bidders for immediate resolution pertaining to any condition of compliance with contractual provisions.

Immediate attention and resolution given to complaints and the number of complaints filed will be the criteria used for measuring performance in this section.

5.56 UNSATISFACTORY PERFORMANCE REMEDIES. Failure to maintain a satisfactory rating yearly or per written incident will result in a negotiated penalty between the OSD Contract Manager, PMT and Contractor. The following is a list of penalties for unsatisfactory performance which the OSD Contract Manager and the PMT may utilize dependant upon the degree of unsatisfactory performance. This list is only an example and does not limit the OSD Contract Manager and PMT from creating additional penalties more appropriate for the individual situation.

- Free Service maintenance for the Eligible Entity(ies) affected by the unsatisfactory service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor.
- Free Supplies for the Eligible Entity(ies) affected by the poor service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor.
- Service value credit per incident, per piece of equipment for non-performance.
- Suspend the Contractors ability to sell equipment in one or more categories.
- Terminate the Contractors contract in one or more categories.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.

Contractor performance will be measured on an annual basis or as determined by the OSD Contract Manager and PMT. If a Contractor has not performed as required by the contract terms and conditions, action shall be taken to determine contract suspension, extensions and/or contract termination. Satisfactory performance rating is one element utilized in the decision process for renewals.

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CATEGORY 3

PART VI - SUBMISSION REQUIREMENTS

Bidders must submit one (1) original hard copy signed in **blue ink** and three (3) copies of the response of which one of the copies must be sent directly to the Buyers Laboratory, Inc. as indicated in section 2.11.1. It is desirable that a copy of your cost **Attachments 3A through 3D** be submitted on 3.5" diskette in the appropriate Excel File, along with all the appropriate mandatory forms as indicated within the Request for Response. Please submit your complete bid submission to the following contact and address:

Robert Guerard
Procurement Team Leader Office Recreational and Educational Supplies and Services.
Operational Services Division, 10th Floor, Room 1017
One Ashburton Place, Boston, MA 02108-1552

- All responses **must** be submitted in a sealed envelope clearly marked with “**RFR #OFF16**”, the **opening date and the time on the face of the outer mailing envelope**.
- Bidders must include a letter of intent, as the cover to the bid submission, detailing the Category(ies) and Sub-Category(ies) being submitted for evaluation.
- Bidders must then submit **all** the necessary **attachments** in alphabetical order by Category and Sub-Category. Include all necessary equipment specifications behind each cost sheet attachment.
- The executed **Standard Contract Form** **must** be signed by the authorized signatory.
- The following required forms referenced below **must** be downloaded from Comm-PASS website and submitted by all Bidders. If a Bidder is going to bid multiple categories, the Bidder is required to submit one (1) original signature (**blue ink**) set provided the information is appropriate for all categories bid. The Affirmative Market Plan Form is the only form that would need to be submitted multiple times if the AMP Plan is different for each category or individual partnership. **These forms are available at [OSD Forms](#):**
- **[STANDARD CONTRACT FORM](#)**
- **[COMMONWEALTH OF MASSACHUSETTS TERMS AND CONDITIONS](#)**
- **[VERIFICATION OF TAXATION REPORTING INFORMATION \(W9\)](#)**
- **[AFFIRMATIVE MARKET PLAN FORM](#)**
- **[AFFIRMATIVE ACTION PLAN FORM](#)**
- **[CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM](#)**
- **[AUTHORIZATION FOR ELECTRONIC PAYMENT BY INTERNET \(LINK\)](#)**
- **[NORTHERN IRELAND NOTICE AND CERTIFICATION FORM](#)**
- **[PROMPT PAYMENT DISCOUNT FORM](#)**
- **All additional Attachments can be found under a separate file on Comm-PASS where the [Request for Response #OFF16](#) is located.**
- Bidders **shall not** include in their response original or in the extra copies, the text pages of this document (e.g. pages 1-18), but include only the completed Cost Attachments in alphabetical order for those Categories being bid, along with all other appropriate Attachments in alphabetical order and any applicable documentation.
- In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all bids **must** be submitted on recycled paper, with a minimum post-consumer content of 30% and be indicated accordingly on at least one prominent page. All copies should be printed double sided. Unless absolutely necessary, all copies should minimize or eliminate use of non-recycled or non re-usable material such as plastic report cards, plastic dividers, vinyl sleeves and GBC binding. Three ring binders, glued materials, paper clips, paper dividers, and staples are acceptable.

SECTION 6
CATEGORY 4

PART I - BUSINESS SPECIFICATIONS

6.1 INTRODUCTION. All specifications in this section apply to all bidders for supplies and service who receive and award resulting from this RFR. The responses, as submitted, **must** meet or exceed all of the specifications contained within this RFR. All bidders **must** meet the minimum levels of specifications within this RFR. If the bidder can exceed the minimum requirement, **evaluation** points **may be** accessed, per specification, depending on the level of added value. This may contribute to the overall evaluation of a bidder's performance.

6.1.1 Years in Business. All Bidders **must** have been in business for at least three (3) years preceding the release date of the RFR. Points **may** be awarded based upon the number of years in business greater than three (3) years.

6.2 AUTHORIZED SALES & SERVICE RESELLER INFORMATION. (Attachment 5) The bidder **must** provide the PMT with the current number of authorized sales support, service technicians and customer support personnel that would be utilized in support of the contract statewide. If a OEM Manufacturer is utilizing authorized dealers for coverage statewide the Manufacturer indicate which County(ies) the authorized dealer will support for sales, service and customer support utilizing Attachment 5.

6.3 DELIVERY. Contractor(s) **must** be able to deliver supplies and have service available statewide.

The Contractor(s) shall furnish supplies within three (3) business days after receipt of written order or a delivery time mutually agreed upon by the Eligible Entity and the Contractor. **If required** by the Eligible Entity, Contractors **must** notify the Eligible Entity in advance of delivery of supplies so that the Eligible Entity can make necessary delivery arrangements. Delivery shall be made in accordance with instructions (time and quantities ordered) from the Eligible Entity in reference to a Purchase Order Number. If there is a discrepancy between the purchase order and what is listed on the contract, it is the Contractor's obligation to seek clarification from the Eligible Entity and, if necessary, from the OSD Contract Manager.

All deliveries and/or service work shall be performed during regular working hours, usually 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. Changes thereto may be granted with written approval of the Eligible Entity. Any delivery required to be performed after working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations and agreeable to both the Contractor and the Eligible Entity, shall be performed without additional expense to the Commonwealth. The Contractor shall obtain prior approval from the Eligible Entity for performance of work after regular working hours or non-regular workdays at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

The Contractor shall be responsible for the delivery of supplies in first class condition at the point of delivery, and in accordance with good commercial practice.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to show the name of the Contractor/Manufacturer's, name and address of receiving Eligible Entity and Purchase Order number.

Equipment services provided **must** be strictly in accordance with those contained in contract award. Eligible Entities are authorized to request service and Contractors are authorized to service only those equipment models approved and on contract. If a review of orders placed by any Eligible Entity reveals that items other than those approved and on contract has been ordered, delivered and/or serviced, the OSD Contract Manager will take such steps as are necessary to have the items returned by the Eligible Entities, regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Violation may result in the suspension of the offending Contractor for a period determined by the OSD Contract Manager and PMT.

6.4 SERVICE MAINTENANCE OF CATEGORY 1 EQUIPMENT. The Bidder **must** offer **Plan A, B & C Service Maintenance** options as detailed on each attachment. All Maintenance Plan cost must include all materials necessary to repair and maintain equipment as detailed below.

The Contractor **must** respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment.

The Contractor **must** send a service technician to repair the equipment within **four (4) hours** of the service call and **must** repair the Equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and onsite responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hour Service (after 5:01 P.M. E.S.T. Monday-Friday, Weekends and Holidays).

Drum replacement, toner collection bags or any items that need to be maintained by a service technician are to be included and considered part of the full service maintenance plan, and must be replaced at no charge to the Eligible Entity. Routine consumable supplies shall be billed separately from service maintenance payments.

If the equipment includes licensed software, the Contractor shall provide software support. All payments for maintenance service will be made to the Contractor.

- **Meter Credits** - Contractors will have available an operational meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (incorrect paper selection, operation of machine with insufficient toner, etc). The credit must be presented to the Eligible Entity's authorized representative at the time of service.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.
- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

6.5 SERVICE MAINTENANCE OF CATEGORY 2 & 3 EQUIPMENT. The Bidder **must** offer both time (hourly rate) & material costs as well as a yearly costs which includes all materials necessary to repair and maintain equipment for **both 4-Hour and Next Day Service Response Plans** as detailed below. Please indicate all service plan costs on the appropriate cost sheet attachment.

The Contractor **must** respond within two **(2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment. Transportation expenses **will not** be reimbursed by the Eligible Entity and for those Eligible Entities who select the time and material maintenance option the

“clock” starts when the service technician arrives at the proper location where the equipment is located and in need of service.

If the Eligible Entity selects service, the Eligible Entity may select from one of the following options:

6.5.1 4-Hour Service Response Plan. Contractor **must** send a qualified service technician to repair the equipment within four **(4) hours** of the service call and **must** repair the equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through Friday, Weekends and Holidays).

6.5.2 Next Day Service Response Plan. Contractor **must** send a qualified service technician to repair the equipment within the **next business day** of the service call and **must** repair the equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through-Friday, Weekends and Holidays).

6.5.3 Additional Service Requirements for 4-Hour and Next Day Response Plans. Drum replacement, toner collection bags or any items that need to be maintained by a service technician are to be included and considered part of the full service maintenance plan, and **must** be replaced at no charge to the Eligible Entity. Routine consumable supplies **shall be** billed separately from service payments.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.
- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

6.6 MAINTENANCE PARTS OBSOLESCENCE. Manufacturers directly or through the designated authorized reseller must guarantee the availability of parts for all models proposed for a minimum period of seven (7) years from the last date of manufacture.

6.7 CONTRACTOR QUALIFICATIONS.

6.7.1 Qualification of OEM or Authorized Reseller of Supplies and Services/Maintenance. Responses **must** be submitted only by the Original Equipment Manufacturer (hereinafter referred to as "OEM") or a qualified OEM designated authorized reseller for the purposes of the purchase OEM/Remanufactured/Generic supplies and/or service/maintenance of new, predecessor and/or

remanufactured equipment. Only OEM or an authorized OEM designated reseller will be awarded contracts for supplies and/or service for new, predecessor and/or remanufactured equipment.

All bidders submitting a response to this RFR **must** submit written certification for each manufacturer having product represented in the response, stating that the bidder is an authorized reseller for supplies and service/maintenance for specific regions of the state or statewide.

The certification(s) shall be on the official letterhead of the OEM and signed by an authorized official of the company. An authorized official is defined as a company employee who has the requisite authority to commit, obligate and contractually bind the OEM Company.

The certification must identify the bidder and the bid identification number - OFF16. Failure to comply with the certification requirement **may** result in the rejection of the response for each manufacturer not certified.

The Commonwealth reserves the right to ask for documentation from each Bidder verifying their service technician's training.

6.7.2 OEM Bidding with Authorized Reseller Network Representation. OEMs **must** include in their response a list of authorized resellers authorized to represent them per the terms and conditions of this RFR. It is the bidding manufacturer's responsibility to ensure complete coverage of service throughout all counties within the Commonwealth of Massachusetts. Invoices shall be directly from the OEM Manufacturer, Authorized Reseller or Affirmative Market Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT as the Prime Contractor.

The OEM, as Prime Contractor, shall be fully responsible for meeting all of the terms of any contract resulting from this RFR. The OEM will have full responsibility for any authorized reseller(s) performance. Contractors will be responsible for the training and education of authorized resellers to ensure contract compliance.

Awarded Contractors **must** notify the OSD Contract Manager of any authorized reseller changes, additions and deletions throughout the term of the Contract. The OSD Contract Manager and PMT will have the right to deny approval of any authorized reseller additions and/or substitutions.

6.8 AFFIRMATIVE MARKET PROGRAM (AMP) Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid responses to this RFR, either as a Prime Contractor, as joint venture partners or as a subcontractor. All Bidders **must** submit within the bid submission, the Bidders intent to utilize SOMWBA, Massachusetts certified M/WBE companies. All Bidders **must** submit the **AMP Plan Form** as part of their response for evaluation.

All Bidders should provide the following minimum information on the AMP Plan Form:

- **Subcontracting:** Bidders are asked to include expenditures commitments and copies of subcontracting agreements, Memorandums of Understanding (MOUs), or otherwise binding commitments between the Bidders and SOMWBA certified M/WBE companies.
- **Growth & Development:** Bidders are asked to submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance in attaining SOMWBA certification that would increase industry capacity and the pool of qualified SOMWBA certified companies.
- **Ancillary Uses of SOMWBA Certified M/WBE Company(ies):** Bidders are asked to include expenditure commitments for use of certified M/WBE Company(ies) with or without the use of written commitments between the Bidder and the M/WBE Company(ies). A description of the ancillary uses of certified M/WBEs, if any, **must** be included on the AMP Plan Form.
- **Past Performance:** Respondents are asked to include information on past expenditures with SOMWBA certified M/WBEs of the previous two (2) years.

The following are just a few examples of potential successful AMP Partnerships for Bidders to research and develop;

- AMP Partnership to purchase office and/or operational supplies for internal use.
- AMP Partnership to sell and deliver supplies.
- AMP Partnership to sell, deliver and provide installation and training for equipment.
- AMP Partnership to finance leased equipment.
- AMP Partnership to deliver or pick-up and relocate equipment.
- AMP Partnership to support pick-up of recycled products.

Bidders are asked to include any additional initiatives that further support their AMP Plan.

6.8.1 AMP Resources There are resources available to assist Prime Bidders in finding potential M/WBE partners for developing their AMP Plans. Some of these resources include but are not limited to the following:

- The State Office of Minority & Women Business Assistance's (SOMWBA) website, www.mass.gov/somwba.com. Here you can query Massachusetts certified M/WBE businesses eligible to participate in the AMP by business type, geographic area, and certification status. This is the best source for finding AMP partners. *Note:* When using the SOMWBA online search engine to find a certified business in a particular industry or field of interest, please be general rather than specific. If query is too specific you will receive less results.
- The Affirmative Market Program website contains a list of Massachusetts certified businesses that have acquired statewide contracts as prime contractors. You can find this list at www.mass.gov/amp under the heading *Affirmative Market Program Participants*.
- Both SOMWBA and the Affirmative Market Program have workshops that can be very helpful to attain SOMWBA Certification and to help contractors find Massachusetts Certified subcontractors. Check out their Web Site.
- Department Affirmative Market Program Coordinators are a great resource when researching specific vendor pools. They have first hand knowledge and relationships with the certified vendor community. A list of AMP Coordinators and their contact information can be found on the AMP website, www.mass.gov/amp under the "Find AMP Program Participants" screen.
- Members of Procurement Management Teams and Team Leaders/OSD Contract Managers (**exception of current OFF16 PMT**) may be able to provide a list of potential AMP partners within the primary industry of the RFR.
- AMP staff is available to assist any prime contractors in their efforts to partner with M/WBEs prior to the bid submission. The AMP Executive Director Monsi Quinones can be reached directly at 617-720-3149.

The AMP and OSD websites regularly announce AMP statewide events where all types of businesses are welcome to attend including prime contractors that are interested in developing relationships with Minority and Women-Owned Enterprises.

6.8.2 AMP Direct Pay Bid Submission. In order to submit a bid response as an AMP Partner Sub-Contractor with a Prime Contractor for this category, the Bidder must have the AMP Partner submit a Bid under separate cover with the appropriate contract forms, a copy of the AMP Plan Agreement and the appropriate Category Cost Attachments. The AMP Partner must also have the following required elements as part of their bid submission:

- Detailed Affirmative Market Participation Agreement utilizing the AMP Plan Form and necessary attachments.
- Agreement to sell supplies or service at the same cost as the Prime Bidder
- Agree to all terms and conditions of the RFR for supplies and/or service with in the appropriate Category(ies) and/or sub-category(ies).

If an AMP Partnership is proposed by a Contractor to have a direct pay relationship with the Commonwealth Eligible Entities utilizing this contract, then the AMP Subcontractor Partner must agree to the above three (3) elements within their bid submission.

6.8.3 Affirmative Market Partnership Rolling Enrollment. The OSD Contract Manager and the PMT will accept additional AMP Partnership bidder(s) proposals after the initial RFR due date based upon the creation of new Affirmative Market Partnership(s) with the existing OFF16 Contractor(s) for

any Category(ies) and/or sub-category(ies). RFR responses will be reviewed and potentially accepted throughout the term of the rolling enrollment. The contract terms for those additional bidders selected in the process will run concurrently with the initial OFF16 contract term.

6.8.4 Certification Information. Minority and Women owned business enterprises that are not currently SOMWBA certified and would like to be considered as an M/WBE for this RFR should submit an application for certification prior to the RFR bid response due date. A copy of the certification application **must** be submitted as part of the bid response as a form of verification. For further information on SOMWBA certification, contact their office at 1-617-727-8692 or via the Internet at mass.gov/somwba.

6.9 DISTRIBUTION OF ADVERTISING LITERATURE, MANUALS, CATALOGS AND PRICE LISTS. Bidders awarded any Contract resulting from this RFR **must** submit all advertising literature with regards to OFF16, including but not limited to, brochures, catalogs, and price lists to the OSD Contract Manager and the PMT for review and approval prior to it being provided to any Eligible Entity. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

6.10 EQUIPMENT SUPPLY, AND/OR NEW/PREDECESSOR PRICE LISTS AND CATALOGS. All bidders **must** submit with their bids a dated manufacturer's catalog and the corresponding dated price list covering each item being bid. Each catalog or price list **must** be clearly identified with the name, address, telephone and fax number of the submitting bidder. All references in this RFR to the catalog or price list shall refer exclusively to manufacturer issued catalogs and price lists.

The awarded bidder(s) shall, within forty-five (45) calendar days after receipt of the bidder award notice, publish a "Massachusetts Price List." Such price list shall contain the manufacturers list price, net prices to the Commonwealth, possible volume discount prices, Contractor's name, contact person, telephone numbers and **must** be submitted to the OSD Contract Manager for approval by the PMT **prior to its issuance** to Eligible Entities.

The Contractor shall provide, with a delivery or within ten (10) business days of a request by an Eligible Entity, catalogs or price lists complete with the contract number, contact name and specific directions on how to order.

6.11 PRICING PLAN OPTIONS.

6.11.1 Contractor Pricing Plans. Options under which services and supplies may be procured:

- Outright Purchase – Supplies and Service for Category 4 and all Sub-Categories

Refer to the Cost Sheets for specific options within each volume band per supply or service category. OEM Manufacturers may, and are, in fact, encouraged to use their resellers to fulfill the requirements for service and sales; however, all contracts and payments shall be between the Eligible Entity and the Prime Contractor (OEM or Authorized Reseller) and/or AMP Partner(s).

6.12 SEMI-ANNUAL REPORTING REQUIREMENTS. This Section of the Bidder's Response should indicate the Bidder's ability to fulfill the reporting requirements listed below. The Statewide information should be provided to the OSD Contract Manager. The Contractors and OSD Contract Manager will identify spreadsheet format after award.

6.12.1 Reports. The Contractor **must** provide and maintain access to a database which is capable of detailed tracking of customer accounts, requisitions, proof of delivery, deliveries, billing, and payments in a comprehensive manner.

The Contractor **must** provide, to the OSD Contract Manager, **semi-annual and annual reports** of all product purchases made under the Contract. The Contractor must provide the OSD Contract Manager with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the OSD Contract Manager, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in contract termination.

The following list represents information that **must** be included in semi-annual and annual reports, and identified for each category awarded:

Total dollars spent in each category of the Contract, separated by Commonwealth fiscal years (July 1 to June 30).

- Total dollars spent in each category of the Contract by individual Agencies, Cities, Towns, Political Sub-divisions, and other Eligible Entities with each ordering category totaled individually.
- Total quantity of each item purchased during the reporting period and maintained "year to date" (Y-T-D).
- A breakout of recycled and environmentally preferable product purchases by Commonwealth Eligible Entities within the individual categories (with information on current and/or potential savings if requested).
- List all certified M/WBE sub-contract activity and purchase of supplies by Contractor and/or supplier. Also, listed separately, the total dollars spent within all the categories compared to M/WBE total dollars participation on this contract.
- List other M/WBE activity such as Joint Ventures, Mentoring, etc.
- List number of Customer Service complaints and issues within the following categories:
 - Delivery Issues
 - Total number of complaint issues
 - Total number of resolved issues
 - Total number of unresolved issues listed alphabetically by Eligible Entity.
 - A detailed explanation will be required upon request by the OSD Contract Manager and or the PMT of unresolved issues in excess of 10 business days.
 - Proof of Deliveries must be maintained for a minimum of eighteen (18) months after deliveries
 - List of Eligible Entities whose payments due are over 45 days. The OSD Contract Manager will assist in resolving overdue payments between the Eligible Entity and Contractor.

The submission deadline for Semi-Annual Reports (work completed in the period ending) will be:

Period Ending	Submission Deadline
June 30	July 20
December 31	January 20

6.13 CUSTOMER SURVEY. All Contractors will be required to provide survey's semi-annually for supplies and services. The Eligible Entity is encouraged to complete and return to the OSD Contract Manager. The surveys will assist the PMT in the evaluation of a Contractors performance during the term of the contract.

6.14 BILLING/INVOICING. Invoices shall be directly from the OEM Manufacturer, Authorized Reseller or Affirmative Market Partner, with a direct pay relation, recognized by the OSD Contract Manager and PMT as the Prime Contractor.

- Billing for Maintenance/Service **must** be done at a minimum monthly, and it is **highly desirable** if it can be done quarterly, semi-annually or annually upon the Eligible Entities request.
- Billing for Supplies **must** be done per purchase order once delivery is accepted.
- Bidders may be required to provide, upon request of the Eligible Entity, consolidated billing. All supplies and service invoices **must** have a separate line item within the invoice for all three elements or a separate invoice for each of the three elements.
- Invoices for services are not due and payable until after services are rendered.

6.15 VENDOR FAIR PARTICIPATION. It is **highly desirable** that Bidders agree to participate and attend, as an exhibitor, at least two vendor fair/conferences sponsored by the Operational Services Division each fiscal year. These events include the Buy Recycled and Environmentally Preferable Product Vendor Fair and Conference held annually in the fall and "STAR" the Statewide Contractors Fair, to be scheduled during mid to late spring. The cost of participating in these Fairs will be assumed by the Contractor. If a Bidder agrees to participate in the Vendor Fair's and upon evaluation receives a contract award, the Bidder must attend both Vendor Fair's. If a Contractor does

not attend either or both Vendor Fair's the OSD Contract Manger and PMT reserve the right to access a penalty equal to the cost of attending for that given year.

6.16 WEBSITE PAGE. It is **required** that the awarded Contractor(s) develop a web page to be utilized by the OSD Contract Manager and PMT to advertise the contract pricing and terms and conditions. The website page **must be developed and approved** by the OSD Contract Manager and the PMT, prior to publication, within **90 days** after contract execution and during the contract term when changes/updates are necessary. The website page **must** be accessible without the need of a password by an Eligible Entity. The website page **must** include the minimum elements;

- Active and approved Contractors Cost Sheets by Category and Model Numbers,
- Archive Section for prior approved Contractors Cost Sheets by Category and Model Numbers,
- Detailed Equipment Specifications by model numbers,
- Affirmative Market Partnership (AMP) aggreement with AMP Partners contact information; Company Name & Address, Contract Name, Telephone #, Fax # and E-mail address,
- Training contract highlights with contact information i.e. Name(s), Telephone #'s, E-mails,
- Installation contract highlights,
- Related Links section to include a link to the OFF16 main page, Link to the OFF16 RFR/Contract, Link to the OFF16 OSD Update once it is released,
- Promotional Section to highlight any current or planned **approved** contract promotions,
- How to Buy Section to highlight how to utilize the contract. This section should include the Telephone, Fax and E-mail information for the Contractor(s) Contract Manager, Sales, Service and Customer Service personnel dedicated to the contract,
- Environmental Information section to cover the topics including but not limited to: information on and the benefits of operating equipment features that allow to save energy (e.g. EnergyStar), paper (e.g. duplexing, printing multiple pages on a single sheet, etc.) and supplies (e.g. draft printing), use and benefits of remanufactured supplies, equipment and supply Material Safety Data Sheets MSDS), Contractors' current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, equipment end-of-life management, etc.) and other relevant topics.

The OSD Contract Manager and the PMT reserve the right to request modifications to the website page during the term of the contract. Any modifications, changes or updates **must** be reviewed and approved by the OSD Contract Manager and PMT prior to publication. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

SECTION 6
CATEGORY 4

PART II - TECHNICAL SPECIFICATIONS

6.17 INTRODUCTION. All specifications in this section apply to all Category 1 through 3 supplies, new maintenance and predecessor maintenance. The responses, as submitted, **must** meet or exceed all of the required specifications contained within this RFR. If a Bidder can exceed minimum requirements, points may be assessed, per category, depending on the level of added value.

6.18 SUPPLY AND EQUIPMENT MAINTENANCE (NEW AND PREDECESSOR). The PMT has established the minimum specifications for Category 4 and all Sub-Categories detailed below. **Please utilize Attachments 4A through 4F for Bid Submissions for each sub-category.**

Attachment 4A - Authorized OEM, Generic and/or Remanufactured Category 1 Supplies

Attachment 4B - Authorized OEM, Generic and/or Remanufactured Category 2 Supplies

Attachment 4C - Authorized OEM, Generic and/or Remanufactured Category 3 Supplies

Attachment 4D - Authorized New Maintenance and/or Predecessor Maintenance Category 1

Attachment 4E - Authorized New Maintenance and/or Predecessor Maintenance Category 2

Attachment 4F - Authorized New Maintenance and/or Predecessor Maintenance Category 3

6.19 PRICING/COSTS The PMT is requesting that all cost associated with the delivery of supplies and maintenance be include in your cost for each sub-category being bid. Please utilize the appropriate attachments.

6.20 Supply Substitutions. After award of contract, supplies that are subsequently discontinued from a manufacturer's line, may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued supply item(s) and for the new supply item(s) requested to be substituted. All pricing, terms and conditions of discontinued items will apply to new items. Substituted items **must** meet or exceed the performance specification of the discontinued item(s).

Replacement of obsolete items will be reviewed on an individual basis beginning **6 months** after commencement of this contract.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor will not offer the item(s) to any Eligible Entity as a contract item.

6.20.1 Supply Additions. **Six (6) Months** after award of contract, supply items that are new, can be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request can be submitted, twice a year, one month prior to the six (6) month anniversary date of the contract.

To add remanufactured supplies, Contractors **must** submit manufacturer's specifications for the OEM supply item(s) and for the corresponding remanufactured supply item(s) requested to be added. All terms and conditions other than pricing of phased-out items **must** apply to the remanufactured items offered. The price of remanufactured supplies cannot be higher than the price of the equivalent OEM/generic supplies previously offered. Substituted items **must** meet or exceed the performance specification of the phased-out item(s).

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item.

All supply items offered and placed for Eligible Entities shall be in excellent working order.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

6.20.2 Authorized Manufacturer Service Additions. Six (6) Months after award of contract, authorized manufacturer lines that are new, may be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request of authorized manufacturer service lines can be submitted, once a year, one month prior to the anniversary date of the contract.

Contractors and Eligible Entities will be promptly notified of the acceptance or rejection of new items. If rejected, the contractor can not offer the item(s) to any Eligible Entity as a contract item.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

6.20.3 Supply Problems. Once a problem is identified or thought to be related to a non-OEM supply item (generic, remanufactured or other), the Equipment Contractor's technician must determine the manufacturer and (if applicable) the lot number of the supply item(s) used. The technician must then provide, in writing, a detailed explanation of the equipment malfunction and how the use of the non-OEM supplies relates to the problem.

The communication along with copies of the three previous service call reports must be faxed to the Supply Contractor within twenty-four hours. This is necessary for the Supply Contractor to evaluate and take corrective action to rectify the problem.

6.20.4 Supply Contractor. The Supply Contractor **must** contact the Supply Manufacturer (if other than the Supply Contractor) and determine if similar problems of this type have occurred in other locations. If it is determined that the specific product batch, lot number or non-OEM supply model is defective, the Supply Contractor **must** make arrangements with the Supply Manufacturer (if applicable) to replace the lot number in question.

If it is determined that the supplies are not defective, the Supply Contractor may provide and install, at its option, OEM brand supplies to determine if in fact the problem is corrected by using brand name supplies.

The Supply Contractor also reserves the right, at their expense and with the approval of the OSD Contract Manager, to have a factory-trained independent repair technician evaluate the nature of the complaint and provide a written explanation of how the problem may be resolved. This repair technician's report must be made available to the Supply Contractor, the Equipment Contractor, Eligible Entity and the OSD Contract Manager within twenty-four hours of the inspection.

6.20.5 Equipment and Supply Contractors. It is expected that both the Equipment Contractor and Supply Contractor will have taken all necessary steps to ensure the problem is not directly related to end user/operator error. It is also understood that all supplies will be handled and stored properly as detailed on the manufacturer's packaging.

During this process, the Eligible Entity has the option to exercise the Loaner Equipment terms and conditions of this contract.

Failure to adhere to the above-specified policies could result in contract termination.

The OSD Contract Manager may remove supplies that cause equipment problems due to poor design or poor quality control from this contract.

6.20.6 Remanufactured Supplies. Bidders are **strongly encouraged** to offer high quality remanufactured supplies. All Bidders intending to supply remanufactured supplies **must** include a certification on the official letterhead from the manufacturer and/or manufacturer's indicating that the Bidder is an authorized distributor for the Commonwealth. The official letter of authorization must guarantee the following minimum elements:

- The Bidder is a distributor who is authorized to sell and to do business consistent with this RFR statewide for the remanufacturer's supply products,

- The remanufacturer has agreed to supply sufficient quantities of all items to satisfy the supply requirements of this contract, and
- The Bidder has been in business of providing the remanufacturer's supplies for no less than three (3) years preceding the bid due date.

6.20.7 Supply Specifications and Certification. The specifications identified in this section are the minimum standards acceptable under this RFR and any resulting contract.

OEM and Generic Supply Specifications: All new supplies **must** meet the Original Equipment Manufacturer (OEM) standards for performance and quality.

Remanufactured Laser Toner Cartridge Specifications: All components used in the construction of remanufactured cartridges **must** meet OEM standards. All components shall be dismantled and examined for damage and/or excessive wear. These include, but are not limited to:

- Wand (If applicable)
- A new or ultrasonically cleaned corona wire (If applicable)
- PCR Rollers must be new or recoated (If applicable)
- Cartridge must be sealed with a pressure sensitive seal that meets OEM standards; air tested at 2lbs for 30 seconds and leak proof. The seal shall be readily removable by the user at time of installation. Any cartridge that shows evidence of toner leakage through improper sealing shall be termed defective and replaced by the contractor. Hard card seals or equivalent are acceptable when products are hand deliveries.
- OEM drum must be replaced at the time of first cycle of remanufacture. Thereafter drum must be tested and replaced as required due to wear or damage at end of specified duty cycle.
- Wiper blades may be treated to comply with OEM standards and are acceptable for reuse.
- Replace pins, clips foams, doctor blades, mag rollers, felts, etc. as needed
- Print yield shall be equal to or exceed OEM rating for each cartridge. Yield shall be determined by the use of the standard pattern which features **12% toner coverage** for Category 1 equipment, and **10% toner coverage** for Category 2 & 3 equipment.
- Serial number/lot number must be visible to the end user.
- Exterior surfaces shall be thoroughly cleaned, with all traces of old labels, and toner removed entirely.

6.20.8 Additional Technical Requirements In their submissions, Bidders must identify, on all supply cost sheets, all supplies containing so called "smart chips," any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.
- All Contractors **must** inform Eligible Entities about the above-mentioned supply features at the time of their purchase. It is **desirable** that all Contractors offer supplies without any impediments for their remanufacturing by third parties.
- The PMT will educate all Eligible Entities with regards to the "smart chip" technology and the potential negative impact this technology may have on the environment and the total cost of the supplies.
- **All Supply Yields indicated on the cost sheets for Category 1 equipment must be based upon 12% page coverage.**
- **All Supply Yields indicated on the cost sheets for Category 2 & 3 equipment must be based upon 10% page coverage.**

6.20.9 Supply Packaging. Packaging for all supplies **must** comply with the following specifications:

- Each cartridge **must** be packaged and sealed in a way that would adequately protect it from light, heat, moisture, vibration and static electricity while it is shipped, handled and stored by the

Contractor, Eligible Entity and any third party. The packaging will be sealed so its contents are completely protected from the outside elements.

- Packaging **must** be constructed to permit users to re-package empty cartridges for return to contractor.
- It is **desirable** that the cartridge be boxed with a protective cushion (insert) to prevent damage in shipment and that the cushion be made of a material that is accepted by most local recycling programs.

All supply packages **must** include the following materials:

- All pertinent installation and maintenance instructions,
- Instructions for return of empty cartridges or other supply types including a phone number for resolving issues with supply recycling (where applicable),
- Pre-paid return labels (UPS/Postal Service) (where applicable),
- Test sheets from the final cartridge (for remanufactured laser toner supplies),
- Labels affixed to the carton **must** include cartridge model number and compatible photocopier, printers and/or facsimile equipment (for reference only),
- Name and address of the Contractor and toll free number for access to a technical/customer service representative **must** be visible on carton and cartridge,
- The external carton **must** identify cartridge type (make and model), the vendor's name and it is **highly desirable** that the date of remanufacture and use by date for shelf life and inventory purposes also appear on the external carton.

6.20.10 Supply Packaging Reduction. Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is **desirable** that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard),
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials,
- minimizes or eliminates the use of disposable containers such as cardboard boxes,
- provides for a return program where packaging can be returned to a specific location for recycling,
- contains materials which are easily recyclable in Massachusetts.

Additionally, manuals **must** be printed on recycled content paper which meets or exceeds the federal/state guidelines for post-consume recycled content (currently 30%). It is **desirable** that crates, pallets and, if feasible, boxes and cartons, be reusable and not contain heavy metal inks.

6.20.11 Supplies Available Only as Remanufactured. It is the intent of the PMT to promote the purchase of remanufactured supplies by Eligible Entities a sound environmental and economic practice. Pursuant to this goal, the following types of supplies, which are currently excluded from the **OFF06 Statewide Contract** and/or have proven remanufactured cartridges available within the industry, **must** only be sold as remanufactured:

- Supplies for printer models **such as** HP II/III, IV, V and all the following cartridges:

C3903A	C4100X	HP 92274A	Canon 1491A002AA
C3903AG	C4127A	HP 92275A	Canon 1551A002AA
C3906A	C4127X	HP 92291A	Canon 1556A002BA
C3909A	C4127XAG	HP 92294A	Canon 1557A002BA
C3909X	C4127XG	HP 92295A	Canon 1558A002AA
C4027X	C4129X	HP 92298A	
C4072A	C4182A	HP 92298X	
C4092A	C4182X	HP 93398A	
C4096A	C7115X	HP 92298S	

Starting from the first anniversary date of the contract and throughout the rest of its duration, OEM and generic supplies **may be** transitioned a year after a remanufactured alternative for the specific

OEM or generic supply becomes available from at least one of the Contractors. The PMT reserves the right to adjust the transition dates based on supply availability, cost and other factors.

6.20.12 OEM/Generic Supply Transition. It is the intent of the PMT to promote the purchase of remanufactured supplies by Eligible Entities as a sound environmental and economic practice. As part of this effort, Bidders that manufacture and/or sell remanufactured supplies **must** inform the PMT of the availability of such supplies and make such supplies available to Eligible Entities by adding them to their contract offering.

After contract award, Contractors intending to supply remanufactured supplies **must**:

- Inform the PMT about remanufactured supplies as those become available;
- Add remanufactured supplies to product offering through the supply addition process described in this RFR;
- Make samples of such supplies and/or independent laboratory performance testing information available to the PMT for testing purposes free of charge;
- Upon the PMT's notification, to discontinue the sale of OEM/generic supplies scheduled for transition no later than the deadline specified by the PMT (no less than 30 days).

When a specific type of OEM and/or generic supply is transitioned, Contractors may choose to substitute it with a remanufactured alternative. If the remanufactured alternative has not been previously added to Contractor's product offering, the Contractors **must** add the product by obtaining approval from the OSD Contract Manager and the PMT through the supply addition process described in this RFR.

6.20.13 Supply Warranty/Performance Guarantee. New, generic and remanufactured cartridges and other supply types **must** have a lifetime warranty (according to shelf life/expiration date). Cartridges and other supply types **must** be free from defects in materials and workmanship and **must** consistently produce copies and/or prints of excellent quality. The Supply Contractor **must** repair, replace or refund any and all cartridges and other supply types, which the Commonwealth deems unsatisfactory.

If the Eligible Entity and the Supply Contractor agree that a supply item has caused damage to the equipment, the Supply Contractor will pay for all costs of repair to return the equipment to operating condition. Upon receipt or determination of a defective supply item, the Supply Contractor shall replace the defective supply item free of charge within 2 (two)-business days, or issue a credit for the next purchase.

Bidders are required to provide a witten policy concerning warranty or guarantee.

6.20.14 Recycling of Supplies. The Commonwealth has established a goal to recycle empty cartridges and other recyclable supply items in order to reduce the volume of these products in the waste stream and to encourage the reuse of such materials. Pursuant to this goal, Bidders **must** offer customers an effective and reliable means of returning all recyclable empty supply items (O.E.M., generic and remanufactured) in accordance with the following **requirements**:

- The method and expense of conducting such supply item returns **must** be the sole responsibility of the awarded contractors and may be conducted by either contractor/subcontractor pick-up, prepaid return shipment label, or both.
- Pick up and deliveries **must** be made during regular business hours and within no more than seven business days of request for pickup.
- Eligible Entities shall be responsible to return empty supply items with insert in the original packaging in which it was received.

After contract award, all contractors **must** at the time of the first supply delivery and then consistently throughout the duration of the contract (also see Supply Packaging):

- Inform Eligible Entities about the procedure for recycling used supply items;
- Provide a phone number for resolving issues with supply recycling.

Bidders **must** also include in their response (complete Attachment 9 and attach supporting documentation):

- The proposed detailed plan for recovering used supply items, which must include:
 - A sample instruction sheets and sample pre-paid freight labels (if a prepaid return shipment label program is offered); or
 - A written statement guaranteeing that the Bidder will pick up used supply items from Eligible Entities (if a contractor pickup program is offered); or
 - A written, signed and dated agreement between the Bidder and a subcontractor describing the recycling program and committing the subcontractor to performing used supply item pick-ups (if the recycling program is offered through a third party), and/or
 - Any other proof that a effective recycling program will be offered.
- Information on :
 - Which cartridges the Bidder is capable of recycling/remanufacturing;
 - Any trade-in allowance offered for each brand;
 - Any criteria which deems a cartridge unacceptable;
- If items are to be hand delivered, include box and other applicable labels;
- Repackaging instructions.

Providing a recycling program for used supply items is a requirement. Failure or refusal to pick up used supply items or inability to successfully resolve a pick up issue may result in a per-incident or other penalty determined by the PMT.

6.20.15 Used Cartridge Trade-In Allowance. Bidders **must** accept all recyclable empty supply items for return (O.E.M., generic and remanufactured). It is **desirable** that Bidders develop incentives or otherwise encourage Eligible Entities to recycle used supplies. However, Bidders are **strictly prohibited** from implementing programs that impose any legal or other restrictions (including restrictions imposed at the time of supply purchase) as to which recycling program/service provider Eligible Entities utilize to send their cartridges for remanufacturing.

It is **desirable** for a Bidder to offer a trade-in allowance, and if offered, it must be indicated in their response on **Attachment 4A through 4C**. Credit amounts on cartridge and/or other supply type returns will not be deducted until written confirmation of the credit is obtained from the Contractor. Such written confirmation **must** be given to the Eligible Entity within five business days of the Contractor's receipt of the cartridge(s) and/or other supply type(s). Bidders **must** agree to work with OSD and the PMT to determine the most efficient and cost effective means of handling the credit portion of the procurement for all parties concerned.

It is also **desirable** that Bidders develop creative ways of partnering with SOWMBA-certified woman and/or minority-owned businesses in order to provide the collection, transportation and/or remanufacturing of the used supplies.

Bidders **must** also provide in their bid response specific details on how credit amounts will be transferred and communicated to Commonwealth customers. A contractor may reject any empty cartridge or other supply type for credit if it is cracked, shattered or is otherwise rendered unrecyclable.

6.20.16 Supply Design. Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components of OEM or generic supplies.

Demanufacturing / Disposal: It is **desirable** that Bidders offer supplies that is designed in such a way as to facilitate its dismantling and reuse or recycling. It is **desirable** that supplies not contain any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or

- Permit access to the equipment to cause disablement or impairment.
- It is **desirable** that all Contractors offer supplies without any impediments for their remanufacturing by third parties.

Additional **desirable** design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Supplies that are assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

6.20.17 Toxics Reduction. *Manufacturer's practices (reduced toxic materials in manufacturing):* It is **desirable** that Bidders demonstrate that they and/or manufacturers are actively seeking additional ways of minimizing their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,
- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of supplies by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

It is **desirable** that Bidders demonstrate that the manufacturer of the equipment they intend to supply is making efforts to comply with the European Union's Directive "Restriction of Hazardous Substances" (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://164.36.253.20/sustainability/pdfs/finalrohs.pdf>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the "Montreal Protocol on Substances that Deplete the Ozone Layer" (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>)
- Selenium, unless equipment can be returned to the manufacturer.

6.21 ENVIRONMENTAL PLAN. Bidders **must** agree to work with the PMT after contract award to examine the feasibility of the various aspects of an environmental plan. Such a plan may include, but not be limited to, the following initiatives:

- Implement environmental management systems such as those certified under ISO 14000 (<http://www.iso.ch/iso/en/iso9000-14000/iso14000/iso14000index.html>),
- Manufacture and/or make available to Eligible Entities eco-labeled supplies and/or accessories certified by third-party organizations such as but not limited to TCO Development (<http://www.tcodevelopment.com>) and Blue Angel (http://www.blauer-engel.de/englisch/navigation/body_blauer_engel.htm),
- Periodically review and, upon mutual agreement, determine where additional recycled, remanufactured and/or other environmentally preferable supplies, or other products may be added to the contract,
- Consider the introduction of recycled and/or environmentally preferable products into other operational areas, such as using recycled paper that meets the federal standards for all printing and publishing needs (brochures, advertising, catalogs, etc.), vehicle maintenance (re-refined oil and antifreeze, retread tires),

- Develop a plan to implement collection and recycling of materials at the distributor's facility(ies),
- Work with the PMT to develop and distribute information and/or materials to Commonwealth customers on the vendor's environmental practices and initiatives,
- Distribute contract information to Eligible Entities electronically (e.g. website, E-mail) rather than through printed media.

Bidders **must** attach any applicable supporting documentation to inform the PMT about any of the above-mentioned initiatives that are currently in place.

6.22 TRAINING & TECHNICAL SUPPORT SERVICES. Upon delivery of specified supplies and or maintenance of equipment, Contractors and/or authorized reseller **must** agree to provide, if requested, training to personnel designated by the Eligible Entity.

Any education and training conducted by the Contractor **must** include information on all environmental features of each item. The education and training **must** include but not limited to: efficient use of supplies, draft printing, extent to which any supplies and/or packaging may be returned for recycling, remanufacturing and the environmental and economic benefits of these features. It is **desirable** that Bidders develop a fact sheet and/or brochure to leave with Eligible Entities concerning these environmental and other training issues.

6.23 SUPPLY DEFINITIONS

- A. Unit Price** - cost of one product/unit to Commonwealth customers, regardless of order size or geographic location; such cost does not reflect any trade-in allowance
- B. Trade-in Allowance** - the amount of credit (money back) for one product/unit a customer may receive according to the terms of the awarded contract
- C. Defective Return Rate** - The number of cartridges returned as defective based on the number of cartridges sold.
- D. Recyclability** - The ability of a product or material to be recovered from or otherwise diverted from the solid waste stream for the purpose of recycling.
- E. Remanufactured Products** are those products or equipment partially or fully manufactured from existing product materials where such materials are cleaned and repaired to the maximum extent possible and reused in the new product or equipment. All unusable or worn parts are to be removed and replaced with parts that meet new OEM standards.
- F. "Smart Chips"** - Any computer code or any other design element that would:
 - Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
 - Permit access to the equipment to cause disablement or impairment.

6.24 EQUIPMENT DEFINITIONS

- A. Equipment** - Equipment authorized by the OSD Contract Manager and PMT as appropriate for Purchase, Term Lease or Rental under the Statewide Contract.
- B. Multifunctional Devices** - A general term used to refer to a broad range of devices which are often coupled with computer software to allow a user the ability to copy, scan, print or fax utilizing the modems within equipment to utilize these features.
- C. OEM** - Original Equipment Manufacturer
- D. Predecessor** - Equipment that is not on the existing statewide contract created by this RFR.
- E. Predecessor 1 Equipment** - defined as equipment that is not on the contract created by this RFR and the model has been manufactured within the last seven- (7) years.

F. Predecessor 2 Equipment – defined as equipment that is not on the Contract created by this RFR and not Predecessor 1 equipment.

SECTION 6
CATEGORY 4

PART III - COST REQUIREMENTS

6.25 TAX EXEMPTION. The Eligible Entity and the Commonwealth certify that the equipment to be acquired under this Statewide Contract will be used for necessary governmental purposes and will be exempt from all taxes presently assessed and levied with respect to personal property. Therefore, all invoices and contract documents **must** not include a sales tax entry. In the event the use, possession or acquisition of the equipment is found to be subject to taxation or other governmental charges, the Eligible Entity will pay such taxes or charges.

6.26 PRICE OF SUPPLIES AND/OR SERVICE. All supplies and/or service/maintenance pricing information **must** be entered on the applicable Cost Sheet (**Attachment 4A through 4F**). All bidders must complete an individual cost sheet for each supply and/or service/maintenance pricing offered.

The net cost on each cost sheet should reflect the percentage (%) off discounts off of suggested retail prices presented on Attachment 4A through 4E for equipment parts and consumable supplies.

Outright Purchase costs for each proposed manufacturer product items submitted.

All costs must include all custom duties and charges and be net F.O.B. destination including inside delivery.

6.27 SERVICE/MAINTENANCE PRICING. All maintenance plans must be completed as detailed on **Attachment 4D though 4F** with the percentage (%) off a dated material/parts catalog must be quoted. **The Dated Parts Catalog that will be used for the first 24 months must be submitted as part of Bidder(s) response. The percentage (%) off will remain firm for the term of the Contract and the Dated Catalog may be updated yearly on the anniversary date after the initial 24-month term.**

The following items are included but not limited to in all full service maintenance agreements:

(1) All parts, (2) Labor, (3) Preventive Maintenance

6.27.1 SERVICE/MAINTENANCE FOR PREDECESSOR EQUIPMENT SECTION 1 AND 2.

Section 1 - Predecessor 1 Equipment - equipment that is not on the contract created by this RFR and the model has been manufactured within the last seven- (7) years. Pricing for service/maintenance must be submitted on **Attachment 4D though 4F by model number**.

Section 2 – Predecessor 2 Equipment – equipment that is not on the Contract created by this RFR and not Predecessor1 equipment. A qualified list of Contractors may be awarded. Pricing for service/maintenance must be submitted on **Attachment 4D though 4F by model number**.

6.28 EQUIPMENT SUPPLY PRICING. Pricing for equipment supplies **must** be submitted on **Attachments 4A through 4C**. All bids must include a Manufacturer's Dated Price List, a percent (%) discount and net price. The Dated Catalog that will be used for the first 24 months must be submitted as part of your response. The percentage (%) off will remain firm for the term of the Contract and the Dated Catalog may be updated yearly on the anniversary date after the initial 24-month term.

SECTION 6
CATEGORY 4

PART IV - EVALUATION METHODOLOGY

6.29 EVALUATION AND AWARD OF CONTRACT Responses will be evaluated and awards made which will represent "The Best Value to the Commonwealth of Massachusetts." Awards will be made based on, but not limited to:

- Cost of Supplies and the Cost of New and/or Predecessor Maintenance. (**Attachment 4A through 4F**)
- Authorized Sales & Service Reseller Information (**Attachment 5**)
- Affirmative Market Partnerships
- Environmental Initiatives
- Business Specifications
- Desirable Specifications

The Commonwealth of Massachusetts will make the following maximum limited multiple number of awards per category and sub-categories as detailed below;

Category and Sub-Category	Maximum Number of Awards
Category 4, Sub-Category 4A	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 1 Supplies
Category 4, Sub-Category 4B	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 2 Supplies
Category 4, Sub-Category 4C	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 3 Supplies.
Category 4, Sub-Category 4D	2 Awards per Equipment Manufacturer Brand for Category 1 Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4E	2 Awards per Equipment Manufacturer Brand for Category 2 Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4F	2 Awards per Equipment Manufacturer Brand for Category 3 Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance

The Commonwealth reserves the right to render more or less than the identified maximum number of awards in a particular category(ies) and/or sub-categories in the event that the Commonwealth's needs are not sufficiently covered by the awarded qualified Bidders. During the first year, the PMT reserves the right to, without duplication of manufacture brand and subject to the Bidders acceptance, to award additional Bidders in the order of the evaluation scores. The Bidder **must** accept all the terms and conditions of the RFR with the contract term concurrent with the original contract term. If more than a year has past or the original list of Bidders is exhausted then the OSD Contract Manager and PMT reserve the right to allow an open enrollment period during the contract term for one or more categories and/or sub-categories.

SECTION 6
CATEGORY 4

PART V - PERFORMANCE REQUIREMENTS

6.30 INTRODUCTION. The Commonwealth is endeavoring to deliver the best value Contract to facilitate the needs of our customers. However, it is important to measure the Contractor's performance to ensure that the Contract is in compliance with what has been requested and what the Contractor has offered in this RFR. The Commonwealth recognizes that it is important to establish a partnership with the Contractor but the Commonwealth must put in place performance requirements to safeguard and ensure Contract performance.

6.31 PERFORMANCE MEASUREMENTS. The PMT has established the following criteria to monitor bidder performance for this contract. The measurement will be satisfactory or unsatisfactory. The following sections of specific performance areas will be subject to measurement:

6.31.1 Customer Satisfaction. It is required that the Contractor maintains customer satisfaction in the following areas:

- Customer Service: Include but not limited to timely response to shipping or billing inquiries. Service response by technicians as detailed in the RFR.
- Sales Support in presenting the contract terms and conditions including accurate price quotes to an Eligible Entity.
- Technical Support for equipment and network support

6.31.2 Supply or Service Satisfaction. In the event that any equipment is inoperative due to defective supplies or poor service provide by the service technician, through no fault or negligence of the Eligible Entity, the Eligible Entity reserves the right to require a Contractor to replace the supplies and provide the maintenance cost directly to a third party of the Eligible Entities choice in an effort to have the equipment functioning properly. The Contractor will be notified in writing of the deficiency. After such notice, the Contractor must remove and replace the defective product(s) within ten (10) business days, at no cost to the Eligible Entity. Also, the Contractor must show evidence that the service technician(s) is either retrained or removed from the account. Failure to respond in good faith may result in termination of the contract.

It is understood that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the Commonwealth.

6.31.3 Replacement of Unsatisfactory Supplies. Any Contractor shall grant a full credit to the Eligible Entity for any supplies, which fails to perform at an effectiveness level within the equipment

6.31.4 Report Compliance. Awarded Contractors will be required to satisfy all reporting requirements within this RFR in the agreed format on a semi-annual basis and/or as requested.

6.31.5 Affirmative Market Program Compliance. Commitments made by each of the awarded bidders will be monitored and incorporated in each bidder's performance measurement criteria. Measurement criteria are to be determined according to each individual bid proposal.

6.31.6 Account Manager It is required that the Contractor's Account Manager facilitates the needs of the Contract. The Contractor must replace an Account Manager when requested by the OSD Contract Manager. The OSD Contract Manager, in concert with the PMT, will monitor the performance of the Contractor(s) on an ongoing basis.

6.31.7 Complaints. It is required that Contractors accept the provisions of this RFR in its entirety. Complaints may be generated and submitted in writing to the Contractor Manager by Eligible Entities and other bidders.

The OSD Contract Manager and PMT may also submit complaints in writing to contract bidders for immediate resolution pertaining to any condition of compliance with contractual provisions.

Immediate attention and resolution given to complaints and the number of complaints filed will be the criteria used for measuring performance in this section.

6.32 UNSATISFACTORY PERFORMANCE REMEDIES. Failure to maintain a satisfactory rating yearly or per written incident will result in a negotiated penalty between the OSD Contract Manager, PMT and Contractor. The following is a list of penalties for unsatisfactory performance which the OSD Contract Manager and the PMT may utilize dependent upon the degree of unsatisfactory performance. This list is only an example and does not limit the OSD Contract Manager and PMT from creating additional penalties more appropriate for the individual situation.

- Free Service maintenance for the Eligible Entity(ies) affected by the unsatisfactory service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor.
- Free Supplies for the Eligible Entity(ies) affected by the poor service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor.
- Service value credit per incident, per piece of equipment for non-performance.
- Suspend the Contractors ability to sell supplies and/or services in one or more categories.
- Terminate the Contractors contract in one or more categories.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.

Contractor performance will be measured on an annual basis or as determined by the OSD Contract Manager and PMT. If a Contractor has not performed as required by the contract terms and conditions, action shall be taken to determine contract suspension, extensions and/or contract termination. Satisfactory performance rating is one element utilized in the decision process for renewals.

SECTION 6
CATEGORY 4

PART VI - SUBMISSION REQUIREMENTS

Bidders must submit one (1) original hard copy signed in blue ink and three (3) copies of the response. It is desirable that a copy of your cost Attachments 4A through 4F be submitted on 3.5" diskette in the appropriate Excel File, along with all the appropriate mandatory forms as indicated within the Request for Response. Please submit your complete bid submission to the following contact and address:

Robert Guerard
Procurement Team Leader Office Recreational and Educational Supplies and Services.
Operational Services Division, 10th Floor, Room 1017
One Ashburton Place, Boston, MA 02108-1552

- All responses **must** be submitted in a sealed envelope clearly marked with “RFR #OFF16”, the opening date and the time on the face of the outer mailing envelope.
- Bidders **must** include a letter of intent, as the cover to the bid submission, detailing the Category(ies) and Sub-Category(ies) being submitted for evaluation.
- Bidders **must** then submit **all** the necessary **attachments** in alphabetical order by Category and Sub-Category. Include all necessary supply behind each cost sheet attachment.
- The executed **Standard Contract Form must** be signed by the authorized signatory.
- The following required forms referenced below **must** be downloaded from Comm-PASS website and submitted by all Bidders. If a Bidder is going to bid multiple categories, the Bidder is required to submit one (1) original signature (**blue ink**) set provided the information is appropriate for all categories bid. The Affirmative Market Plan Form is the only form that would need to be submitted multiple times if the AMP Plan is different for each category or individual partnership.

These forms are available at [OSD Forms](#):

- [STANDARD CONTRACT FORM](#)
- [COMMONWEALTH OF MASSACHUSETTS TERMS AND CONDITIONS](#)
- [VERIFICATION OF TAXATION REPORTING INFORMATION \(W9\)](#)
- [AFFIRMATIVE MARKET PLAN FORM](#)
- [AFFIRMATIVE ACTION PLAN FORM](#)
- [CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM](#)
- [AUTHORIZATION FOR ELECTRONIC PAYMENT BY INTERNET \(LINK\)](#)
- [NORTHERN IRELAND NOTICE AND CERTIFICATION FORM](#)
- [PROMPT PAYMENT DISCOUNT FORM](#)
- **All additional Attachments can be found under a separate file on Comm-PASS where the [Request for Response #OFF16](#) is located.**
- Bidders **shall not** include in their response original or in the extra copies, the text pages of this document (e.g. pages 1-18), but include only the completed Cost Attachments in alphabetical order for those Categories being bid, along with all other appropriate Attachments in alphabetical order and any applicable documentation.
- In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all bids **must** be submitted on recycled paper, with a minimum post-consumer content of 30% and be indicated accordingly on at least one prominent page. All copies should be printed double sided. Unless absolutely necessary, all copies should minimize or eliminate use of non-recycled or non re-usable material such as plastic report cards, plastic dividers, vinyl sleeves and GBC binding. Three ring binders, glued materials, paper clips, paper dividers, and staples are acceptable.